

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

ERIC MACKIE, JOSHUA BIGGS, and
RUTH MATTISON, individually and on
behalf of others similarly situated

Plaintiffs,

v.

AMERICAN HONDA MOTOR CO.,
INC., *et al.*,

Defendants.

Civ. No.: 0:22-cv-00736-NEB-LIB

**DEFENDANT AMERICAN HONDA
MOTOR COMPANY’S ANSWER TO
PLAINTIFFS’ CLASS ACTION
COMPLAINT**

Defendant American Honda Motor Co., Inc. (“AHM”), by its undersigned counsel,
hereby files the following Answers to Plaintiffs’ Class Action Complaint and its
Affirmative and Other Defenses:

INTRODUCTION

1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves
and a class of current and former Honda vehicle owners and lessees of model years (“MY”)
2019-2021 Honda CR-V and Civic vehicles and MY2018-2021 Accord vehicles equipped
with “Earth Dreams” 1.5L direct injection engines (the “Class Vehicles” or “Vehicles”).¹

ANSWER: AHM admits that Plaintiffs bring this lawsuit on behalf of themselves
and a putative class described in Paragraph 1. AHM denies that Plaintiffs have properly
defined a class or that the proposed class can be certified.

¹ Plaintiffs reserve the right to amend or add to the vehicle models included in the definition
of Class Vehicles after conducting discovery.

2. This action arises from Honda's failure, despite its longstanding knowledge of this material and manufacturing defect, to disclose to Plaintiffs and other consumers that the Class Vehicles are predisposed to an engine defect that causes fuel contamination of the engine oil, resulting in oil dilution, decreased oil viscosity, premature wear and ultimate failure of the engines, engine bearings and other internal engine components and an increased cost of maintenance (the "Engine Defect"). Such premature failures can also result in stalling events and other dangerous situations for Class Vehicle occupants and others on the road.

ANSWER: Denied.

3. Significantly, and as a result of the Engine Defect, the engine oil within the Class Vehicles will lose its original viscosity, meaning the lubricating properties of the engine oil diminish and become less capable of withstanding the higher loads of an internal combustion engine. This can result in contact between metal surfaces within the engine, leading to rapid wear of internal bearings, the rotating assembly and other internal parts that rely on lubrication to function correctly.

ANSWER: Denied.

4. Not only did Honda actively conceal the fact that the Class Vehicles' engines were defective (and require costly repairs to fix), it did not reveal that the existence of this defect would diminish the intrinsic and resale value of the Class Vehicles.

ANSWER: Denied.

5. Honda has long been aware of the Engine Defect. Despite its longstanding knowledge of this defect, Honda has failed to adequately repair the Class Vehicles when the defect manifests.

ANSWER: Denied.

6. Many owners and lessees of Class Vehicles have communicated with Defendants and their agents to request that Honda remedy and/or address the Engine Defect and resultant damage at no expense. Defendants have failed and/or refused to do so — often conveying to Vehicle owners and lessees that Class Vehicles are operating as intended and therefore cannot be repaired under warranty or otherwise.

ANSWER: The allegations in Paragraph 6 are too vague and general to enable AHM to admit or deny them and on that basis AHM denies the same.

7. For customers whose Vehicles are within the Powertrain Limited Warranty period (which extends for the shorter of five years or 60,000 miles), Honda has done nothing to address or correct the Engine Defect when it manifests in the Class Vehicles. Instead, Honda has blamed Class members for not driving the Class Vehicles for longer distances.

ANSWER: Denied.

8. In or around June 2019, Defendants extended the factory warranty on more than 1 million Honda CR-V (MY 2017-2018) and Honda Civic (MY 2016-2018) vehicles after reports of gasoline mixing with engine oil in those vehicles (also equipped with the 1.5L direct injection “Earth Dreams” engines). The oil dilution problem in those vehicles “raised concerns about the durability of the 1.5-liter turbo engine and about the vehicles

potentially stalling, especially in cold weather.”² As a result, Defendants provided owners of these vehicles with an extra one-year of warranty coverage on certain powertrain components (including the camshaft, rocker-arm assemblies, and spark plugs) with no mileage limitations (herein, the “Extended Warranty”).

ANSWER: AHM admits that, in June 2019, it extended the factory warranty on certain vehicles. AHM denies the remaining allegations in this paragraph.

9. Despite notice and knowledge of the Engine Defect from the numerous consumer complaints it has received, information received from Honda dealerships, pre-sale durability testing, National Highway Traffic Safety Administration (“NHTSA”) complaints, and its own internal records, Honda has not recalled the Class Vehicles to repair the Engine Defect, offered its customers a suitable repair or replacement free of charge, or offered to reimburse its customers who have incurred out-of-pocket expenses to repair the Engine Defect.

ANSWER: AHM admits it has not recalled the Class Vehicles because no recall is required. AHM denies the remaining allegations in this paragraph.

10. As a result of Honda’s unfair, deceptive and/or fraudulent business practices, owners and/or lessees of Class Vehicles, including Plaintiffs, have suffered an ascertainable loss of money and/or property and/or loss in value. The unfair and deceptive trade practices committed by Honda were conducted in a manner giving rise to substantial aggravating circumstances.

² <https://www.consumerreports.org/car-recalls-defects/honda-extends-warranty-on-troubled-turbo-engines/> (last visited Mar. 21, 2022).

ANSWER: Denied.

11. Had Plaintiffs and other Class members known about the Engine Defect at the time of purchase or lease, they would not have purchased or leased the Class Vehicles, or would have paid substantially less for the Class Vehicles.

ANSWER: Denied.

12. As a result of the Engine Defect and the considerable monetary costs associated with attempting to repair such defect, Plaintiffs and Class members have suffered injury in fact, incurred damages and have otherwise been harmed by Honda's conduct.

ANSWER: Denied.

13. Accordingly, Plaintiffs bring this action to redress Honda's violations of the Minnesota Prevention of Consumer Fraud Act, Colorado Consumer Protection Act, and Illinois Consumer Fraud and Deceptive Business Practices Act, and also to seek recovery for Honda's breach of express warranty, breach of implied warranty, common law fraud, breach of the covenant of good faith and fair dealing and, alternatively, unjust enrichment.

ANSWER: AHM admits that Plaintiffs' alleged claims purport to arise under various state laws. AHM denies that Plaintiffs have properly asserted claims under those laws and denies that Plaintiffs are entitled to relief. AHM denies the remaining allegations in this paragraph.

JURISDICTION AND VENUE

14. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 of the Class Action Fairness Act of 2005 because: (i) there are 100 or more

class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because at least one plaintiff and one defendant are citizens of different states. This Court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

ANSWER: The allegations in Paragraph 14 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

15. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391 because Honda transacts business in this district, is subject to personal jurisdiction in this district, and therefore is deemed to be a citizen of this district. Additionally, Honda has advertised in this district and has received substantial revenue and profits from its sales and/or leases of Class Vehicles in this district; therefore, a substantial part of the events and/or omissions giving rise to the claims occurred, in part, within this district.

ANSWER: The allegations in Paragraph 15 contain legal conclusions as to which no response is required, and on that basis AHM denies the same.

16. This Court has personal jurisdiction over Honda because it has conducted substantial business in this judicial district, and intentionally and purposefully placed Class Vehicles into the stream of commerce within the districts of Minnesota and throughout the United States.

ANSWER: The allegations in Paragraph 16 contain legal conclusions as to which no response is required, and on that basis AHM denies the same.

THE PARTIES

Plaintiff Eric Mackie

17. Plaintiff Eric Mackie is a citizen of the State of Minnesota and resides in Duluth, Minnesota.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 17 and therefore denies the same.

18. In or around October 30, 2019, Plaintiff Mackie purchased new 2019 Honda CR-V with a 1.5T engine from Krenzen Auto, Inc., an authorized Honda dealer and repair center located in Duluth, Minnesota.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 18 and therefore denies the same.

19. Plaintiff Mackie purchased (and still owns) this vehicle, which is used for personal, family and/or household uses. His vehicle bears Vehicle Identification Number 7FARW2H56KE052579.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 19 and therefore denies the same.

20. On or about January 13, 2022, when his CR-V had 25,152 miles on the odometer, he took his vehicle into the dealership for a routine oil change. The technician noted the smell of gasoline in his oil and advised Plaintiff to call Honda corporate, which he did on the same day. Honda advised Plaintiff Mackie to perform a diagnosis on his vehicle.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 20 and therefore denies the same.

21. On or about January 27, 2022, when his CR-V had 25,563 miles on the odometer, he again brought his vehicle to the dealership. The technician noted that the “[o]il level is 20mm over full due to fuel in oil,” as detailed in the below service record. Recommending that the oil be changed, Plaintiff agreed and paid a total of \$42.57, exactly two weeks after his previous oil change, despite having purchased an extended warranty for the vehicle.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 21 and therefore denies the same.

22. Plaintiff Mackie was again advised to call Honda corporate, which he did on the same day. Honda, however, stated there was nothing they could do. He was not reimbursed for the oil change.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 and therefore denies the same.

23. Plaintiff Mackie has suffered an ascertainable loss as a result of Defendants’ omissions and/or misrepresentations associated with the Engine Defect, including, but not limited to, out of pocket loss associated with the Engine Defect and future attempted repairs and diminished value of his vehicle.

ANSWER: Denied.

24. Neither Defendants, nor their agents, agents, dealers or other representatives informed Plaintiff of the existence of the Engine Defect prior to purchase. Had Defendants

disclosed the Engine Defect prior to Plaintiffs purchase, Plaintiff would not have purchased the vehicle, or would have paid substantially less for it.

ANSWER: Denied.

Plaintiff Joshua Biggs

25. Plaintiff Joshua Biggs is a citizen of the State of Colorado and resides in Milliken, Colorado.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 and therefore denies the same.

26. In or around February 16, 2019, Plaintiff Biggs purchased a new 2019 Honda CR-V with a 1.5L direct injected turbocharged engine from Frontier Honda of Longmont (now d/b/a Fowler Honda of Longmont), an authorized Honda dealer and repair center located in Longmont, Colorado.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 and therefore denies the same.

27. Plaintiff Biggs purchased (and still owns) this vehicle, which is used for personal, family and/or household uses. His vehicle bears Vehicle Identification Number JHLRW2H59KX008242.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 and therefore denies the same.

28. When Plaintiff Biggs' vehicle reached approximately 5,000 miles, he obtained an oil sample from it and sent it to a laboratory for testing. The laboratory analysis

revealed that it was diluted approximately 3% by gasoline and no longer within appropriate oil viscosity specifications.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28 and therefore denies the same.

29. Due to the results of both this initial oil analysis and subsequent analysis results, Plaintiff Biggs has adopted an earlier oil change interval than that provided by the vehicle's on-board maintenance minder.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 and therefore denies the same.

30. With each oil change, Plaintiff Biggs has obtained an oil sample for laboratory analysis. The laboratory analysis has always revealed the presence of gasoline, ranging from .5% to 3%.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 and therefore denies the same.

31. Each time that Plaintiff Biggs has pulled a sample of his oil, he has noticed that the oil smelled heavily of gasoline.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 31 and therefore denies the same.

32. Additionally, Plaintiff Biggs has observed that the oil levels in his vehicle often exceed the highest mark on his dipstick.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 32 and therefore denies the same.

33. On or about August 5, 2019, Plaintiff Biggs brought his vehicle to Greeley Honda to diagnose the cause of his oil dilution issue and to see if there were any open service campaigns for his vehicle that could address the issue.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 33 and therefore denies the same.

34. Greeley Honda did not offer Plaintiff Biggs a resolution, and provided him with the contact information for American Honda Corporation.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 34 and therefore denies the same.

35. On or about August 8, 2019, Plaintiff Biggs contacted American Honda Corporation and was assigned Case # 09762043. Plaintiff Biggs provided Honda with the results of his laboratory testing, but was not provided with a resolution for his issue.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35 and therefore denies the same.

36. Plaintiff Biggs has suffered an ascertainable loss as a result of Defendant's omissions and/or misrepresentations associated with the Engine Defect, including, but not limited to, out of pocket loss associated with the Engine Defect and future attempted repairs and diminished value of his vehicle.

ANSWER: Denied.

37. Neither Defendants, nor their agents, agents, dealers or other representatives informed Plaintiff of the existence of the Engine Defect prior to purchase. Had Defendants

disclosed the Engine Defect prior to Plaintiff s purchase, Plaintiff would not have purchased the vehicle, or would have paid substantially less for it.

ANSWER: Denied.

Plaintiff Ruth Mattison

38. Plaintiff Ruth Mattison is a citizen of the State of Illinois and resides in Shorewood, Illinois.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38 and therefore denies the same.

39. On or around May 26, 2019, Plaintiff Mattison purchased a new 2019 Honda CR-V with a 1.5L 4-cylinder engine from Community Honda, an authorized Honda dealer and repair center located in Orland Park, Illinois.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 39 and therefore denies the same.

40. Plaintiff Mattison purchased this vehicle, which was used for personal, family and/or household uses. Her vehicle bore Vehicle Identification Number: 7FARW2H8XI(E0120146).

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 40 and therefore denies the same.

41. Plaintiff Mattison's husband routinely checked the vehicle's oil level, and noticed around the time of the first scheduled oil change that the oil level was too high — approximately an inch above the highest mark on the dipstick.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 41 and therefore denies the same.

42. Plaintiff Mattison's husband also noted that the vehicle's engine smelled like gasoline.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 and therefore denies the same.

43. Plaintiff Mattison brought her vehicle to Community Honda, where her oil level was checked. The service manager at Community Honda advised her that the oil level was "fine" and that he did not smell gas. He asked another employee to verify his conclusions. Community Honda did not offer Plaintiff Mattison a resolution, but did change her vehicle's oil.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43 and therefore denies the same.

44. Approximately two weeks after the service visit at Community Honda, Plaintiff Mattison again experienced a high oil level in her vehicle and smelled gasoline, so she returned to Community Honda. Again, she was not offered a resolution.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 44 and therefore denies the same.

45. Plaintiff Mattison then brought her vehicle to Joliet Honda, an authorized Honda dealer and repair center located in Joliet, Illinois. She explained the issue with her vehicle to a mechanic at Joliet Honda. The mechanic laughed at her story and responded by saying, "We all know that there is an issue with a gas smell in oil in CR-Vs." The

mechanic proceeded to measure her vehicle's oil and remarked that it was over-filled. He also remarked that Honda is aware of the oil dilution issue, and that he could "go out in the lot and find a gas smell in every 2019 CR-V." Joliet Honda did not offer her a resolution, but again changed her oil for which it charged her the regular oil change fee.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 45 and therefore denies the same.

46. Plaintiff Mattison subsequently brought her vehicle to Community Honda to attempt to have the oil dilution issue diagnosed, and was told by a Honda mechanic, "Don't worry, if your engine blows up, we will replace it for you." That scared her into thinking the car was unsafe so she decided to trade it in.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 46 and therefore denies the same.

47. Based on the foregoing, Plaintiff Mattison traded in her vehicle in February 2020, eight months after she purchased it, losing approximately \$8,000 - \$10,000 as a result.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 47 and therefore denies the same.

48. Plaintiff Mattison has suffered an ascertainable loss as a result of Defendant's omissions and/or misrepresentations associated with the Engine Defect, including, but not limited to, out of pocket loss associated with the Engine Defect and future attempted repairs and diminished value of her vehicle.

ANSWER: Denied.

49. Neither Defendants, nor their agents, agents, dealers or other representatives informed Plaintiff of the existence of the Engine Defect prior to purchase. Had Defendants disclosed the Engine Defect prior to Plaintiff's purchase, Plaintiff would not have purchased the vehicle, or would have paid substantially less for it.

ANSWER: Denied.

Defendants

50. Defendants American Honda and Honda Motor Company are automobile design, manufacturing, distribution, and/or servicing corporations doing business within the United States. Furthermore, Defendants design, manufacture, distribute, market, service, repair, sell and lease passenger vehicles, including the Class Vehicles.

ANSWER: AHM admits it distributes certain Honda vehicles to authorized, independent dealers, who directly sell or lease Honda vehicles, including the Class Vehicles, to consumers and service or repair Honda vehicles. AHM further admits it conducts some marketing with respect to the Class Vehicles. The remainder of the allegations in Paragraph 50 are too vague and general to enable AHM to admit or deny them and on that basis AHM denies the same. AHM denies the remaining allegations in this paragraph.

51. Defendant Honda Motor Company, Ltd., 2-1-1, Minami-Aoyama, Minato-ku, Tokyo 107-8556, Japan is an automobile design, manufacturing, sale, leasing, distribution, and servicing corporation organized under the laws of Japan. Honda Motor Company is the parent corporation of American Honda.

ANSWER: AHM admits HMC is a corporation incorporated under the laws of Japan. AHM further admits HMC manufactures certain automobiles, as well as certain parts for Honda branded vehicles, and is the ultimate parent company of AHM. AHM denies the remaining allegations in this paragraph.

52. American Honda has its principal place of business at 1919 Torrance Boulevard, Torrance, California 90501-2746.

ANSWER: Admitted.

53. Upon information and belief, Defendant Honda Motor Company communicates with Defendant American Honda concerning virtually all aspects of the Honda products it distributes within the United States.

ANSWER: The allegations in Paragraph 53 are too vague and general to enable AHM to admit or deny them and on that basis AHM denies the same.

54. Upon information and belief, the design, manufacture, distribution, service, repair, modification, installation and decisions regarding the engines within the Class Vehicles were performed exclusively by Defendants.

ANSWER: The allegations in Paragraph 54 are too vague and general to enable AHM to admit or deny them and on that basis AHM denies the same.

55. Upon information and belief, the design, manufacture, distribution, service, repair, modification, installation and decisions regarding the engines within the Class Vehicles were performed exclusively by Honda.

ANSWER: The allegations in Paragraph 55 are too vague and general to enable AHM to admit or deny them and on that basis AHM denies the same.

56. Upon information and belief, Honda develops the owner's manuals, warranty booklets and information included in maintenance recommendations and/or schedules for the Class Vehicles.

ANSWER: AHM admits it is the warrantor under the New Vehicle Limited Warranty that accompanied the sale of Honda vehicles. AHM admits it develops certain content of owner's manuals and the New Vehicle Limited Warranty that accompanied the sale of Honda vehicles. The allegation "information in maintenance recommendations and/or schedules" is too vague and general to enable AHM to admit or deny them and on that basis AHM denies the same.

57. Defendants American Honda and Honda Motor Company engage in continuous and substantial business in Minnesota.

ANSWER: AHM admits it conducts business in Minnesota. The remainder of the allegations in Paragraph 57 contain legal conclusions to which no response is required, and, on that basis, AHM denies the same.

TOLLING OF STATUTES OF LIMITATION

58. Any applicable statute(s) of limitations has been tolled by Honda's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and members of the Class could not have reasonably discovered the true, latent defective nature of the Engine Defect until shortly before this class action litigation was commenced.

ANSWER: Denied.

59. Honda was and remains under a continuing duty to disclose to Plaintiffs and members of the Class the true character, quality and nature of the Class Vehicles and that

it will require costly repairs and diminishes the resale value of the Class Vehicles. As a result of the active concealment by Honda, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

ANSWER: The allegations in Paragraph 59 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

FACTUAL ALLEGATIONS

A. The Engine Defect within the Class Vehicles.

60. The Honda CR-V was introduced in the United States in 1996. Honda first introduced the Earth Dreams 2.4L engine in the model year 2015 CR-V. Production of the fifth-generation CR-V began in late 2016, with sales beginning on or about December 21, 2016 as a 2017 model year. The MY 2019 CR-V vehicles were offered in “EX”, “EX-L” and “Touring” trim levels and came standard with the 1.5L turbocharged Earth Dreams engine, while the “LX” trim level came standard with the 2.4L Earth Dreams engine. The MY 2020-2021 CR-V vehicles were also offered in “EX”, “EX-L”, “Touring” and “LX” trim levels, and all came equipped with the 1.5L turbocharged Earth Dreams engine.

ANSWER: AHM denies that Honda first introduced the Earth Dreams 2.4L engine in the model year 2015 CR-V. AHM admits production of the fifth-generation CR-V began in late 2016 as a 2017 model year, the MY 2019 CR-V vehicles were offered in “EX”, “EX-L” and “Touring” trim levels and came with the 1.5L turbocharged Earth Dreams engine, while the “LX” trim level came with the 2.4L Earth Dreams engine, and the MY 2020-2021 CR-V vehicles were offered in “EX”, “EX-L”, “Touring” and “LX”

trim levels, and came equipped with the 1.5L turbocharged Earth Dreams engine. AHM denies the remaining allegations in this paragraph.

61. The Honda Civic was introduced in the United States in 1972. The tenth-generation Civic sedan, the subject of this matter, was first unveiled in September 2015, for the 2016 model year. The MY 2019-21 Civic vehicles were offered in “EX”, “EX-L”, “Touring,” and “Sport Touring” trim levels and came standard with the 1.5L turbocharged Earth Dreams engine, while the “LX” and “Sport” trims came standard with the 2.0L Earth Dreams engine.

ANSWER: AHM admits the Honda Civic was introduced in the United States in 1972, the tenth-generation Civic sedan was unveiled in September 2015, for the 2016 model year, and the MY 2019-21 Civic vehicles were offered in “EX”, “EX-L”, “Touring,” and “Sport Touring” trim levels and came standard with the 1.5L turbocharged Earth Dreams engine, while the “LX” and “Sport” trims came standard with the 2.0L Earth Dreams engine. AHM denies the remaining allegations in this paragraph.

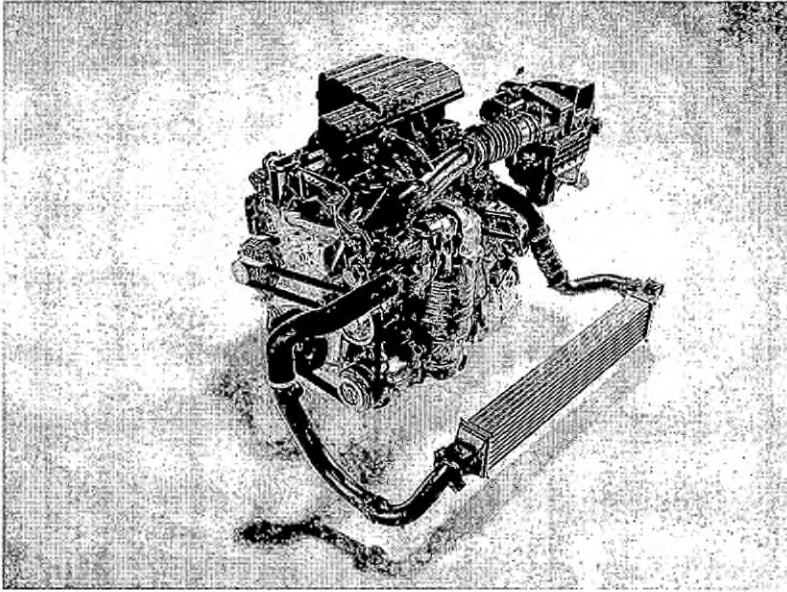
62. The Honda Accord was introduced in the United States in 1976. The tenth-generation Accord sedan, the subject of this matter, was first unveiled in July 2017 for the 2018 model year. The MY2018-2021 Accord vehicles were offered in “LX 1.5T”, “Sport 1.5T”, “EX 1.5T”, and “EX-L 1.5T” levels and came standard with the 1.5L turbocharged

Earth Dreams engine, while the “Sport 2.0T”, “EX-L 2.0T”, and “Touring 2.0T” trims came standard with the 2.0L Earth Dreams engine.³

ANSWER: AHM admits the Honda Accord was introduced in the United States in 1976, the tenth-generation Accord sedan was first unveiled in July 2017 for the 2018 model year, and the MY2018-2021 Accord vehicles were offered in “LX 1.5T”, “Sport 1.5T”, “EX 1.5T”, and “EX-L 1.5T” levels and came standard with the 1.5L turbocharged Earth Dreams engine, while the “Sport 2.0T”, “EX-L 2.0T”, and “Touring 2.0T” trims came standard with the 2.0L Earth Dreams engine. AHM denies the remaining allegations in this paragraph.

63. Earth Dreams Technology is Honda’s latest generation of engines which attempt to increase fuel-efficiency and reduce environmental impact. Honda attempts to accomplish these goals in the Class Vehicles by employing variable timing control, direct injection technology and use of an Atkinson cycle. Upon information and belief, Honda has also implemented extensive friction reduction measures in the Class Vehicles, including reduced tension piston and oil control rings. The below picture depicts the 1.5L Earth Dreams engine contained in the Class Vehicles.

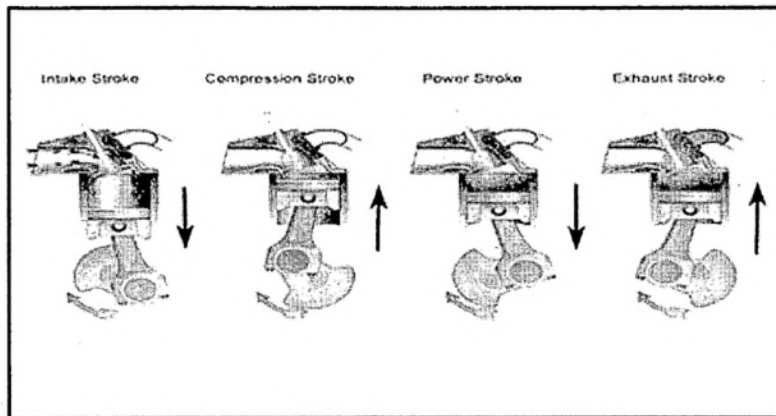
³ The MY2018 Accord also included the “Touring 1.5T” trim level, and the MY2021 Accord replaced the EX 1.5T with the “Sport Special Edition 1.5T” trim level, and also did not include the “EX-L 2.0T” trim.



ANSWER: AHM admits the Earth Dreams Technology engines increase fuel-efficiency and reduce environmental impact by employing variable timing control, direct injection technology and use of an Atkinson cycle. AHM further admits certain of the Class Vehicles contain friction reduction measures, including reduced tension piston and oil control rings. AHM states that the picture contained in Paragraph 63 speaks for itself. AHM denies the remaining allegations in this paragraph.

64. As background, the engines contained in the Class Vehicles use four reciprocating pistons to convert pressure into a rotating motion. Gasoline is mixed with air in the combustion chambers of the engine. To generate such rotating motion, a four-step sequence is used (the “Combustion Cycle”). First, the intake stroke begins with the inlet valve opening and a vaporized fuel mixture is pulled into the combustion chamber. Second, in most vehicles the compression stroke would begin with the inlet valve closing and the piston beginning its movement upward, compressing the fuel mixture in the combustion chamber. However, in the Class Vehicles, the Atkinson cycle modifies that process by

leaving the intake valve open for the first moments of the compression stroke, as the piston travels toward top dead center, which effectively lowers the compression ratio and reduces the force on the piston during the power stroke. Third, the power stroke begins when the spark plug ignites the fuel mixture, expanding the gases and generating power that is transmitted to the crankshaft. And fourth, the exhaust stroke begins with the exhaust valve opening and the piston moving back up, forcing the exhaust gases out of the cylinder. The exhaust valve then closes, the inlet valve opens, and the Combustion Cycle repeats itself. A diagram of a Combustion Cycle is below:



ANSWER: AHM admits the engines contained in the Class Vehicles use four reciprocating pistons to convert pressure into a rotating motion and use a Combustion Cycle to generate a rotating motion. AHM states that the diagram referenced in Paragraph 64 speaks for itself. AHM denies the remaining allegations in this paragraph.

65. The engines in the Class Vehicles utilize fuel injectors mounted on the cylinder head, rather than on the intake manifold as in traditional engine applications. This fuel delivery method in the Class Vehicles is known as gasoline direct injection (“GDI”)

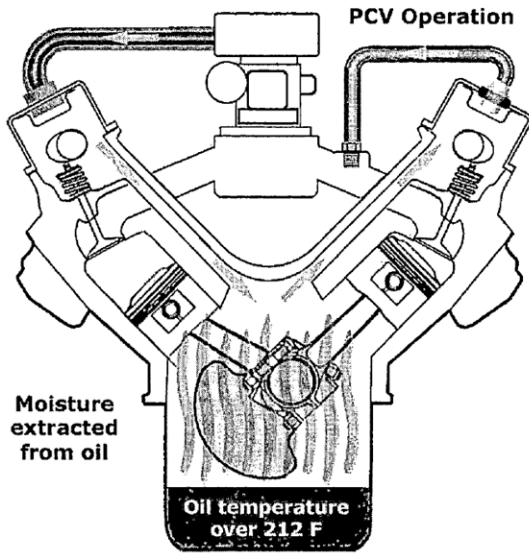
whereby fuel is injected at a very high pressure directly into the combustion chamber rather than through the intake manifold.

ANSWER: AHM admits the Class Vehicles use a GDI fuel delivery method to inject fuel directly into the combustion chamber. AHM denies the remaining allegations in this paragraph.

66. Because of the high fuel pressures required for the GDI system in the Class Vehicles, some of the fuel injected into the combustion chamber remains unburned. The unburned mixture of air and gasoline is then pulled down by the piston, slipping by the piston and oil control rings, and goes directly into the crankcase, which is the protective cover that insulates the crankshaft. This is commonly referred to as “blow-by” and it is undesirable because the unburned gasoline in the mixture enters the engine’s crankcase and can significantly contaminate the engine oil contained in the oil pan. Once blow-by occurs, the fuel dilutes the lubricity and viscosity of the engine oil, attacking engine bearings, the valve train, fuel injectors and cylinder walls. Additionally, the oil dilution will cause the oil level in the crankcase of the Class Vehicles to increase.

ANSWER: Denied.

67. To reduce the risk of crankcase contamination and improve vehicle emissions, the positive crankshaft ventilation (“PCV”) system was invented in the early 1960s. The PCV system involves the recycling of these unwanted gases through a valve (the “PCV valve”) and circulates them back into the intake manifold, where they are pumped back into the cylinders for another chance at being burned during the combustion cycle. A diagram of a typical PCV system is below:



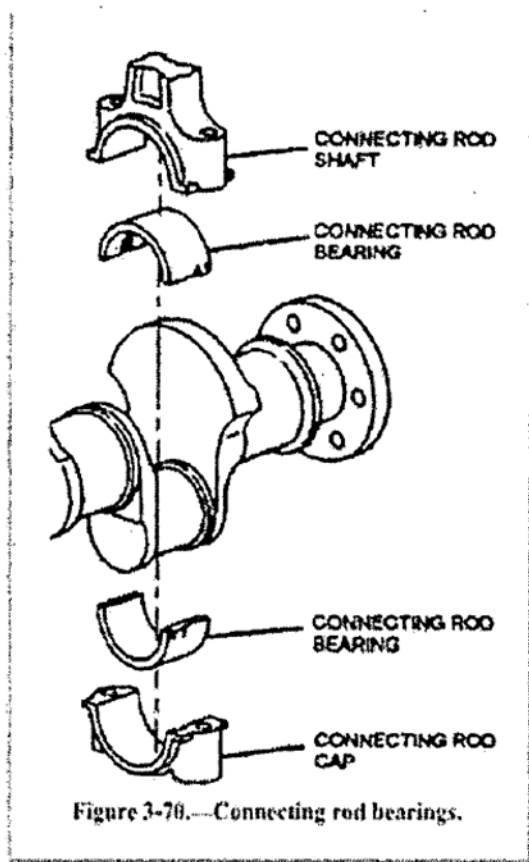
ANSWER: AHM admits the PCV system improves vehicle emissions by recycling gases through a PCV valve and circulating them back into the intake manifold. AHM states that the diagram referenced in Paragraph 67 speaks for itself. AHM denies the remaining allegations in this paragraph.

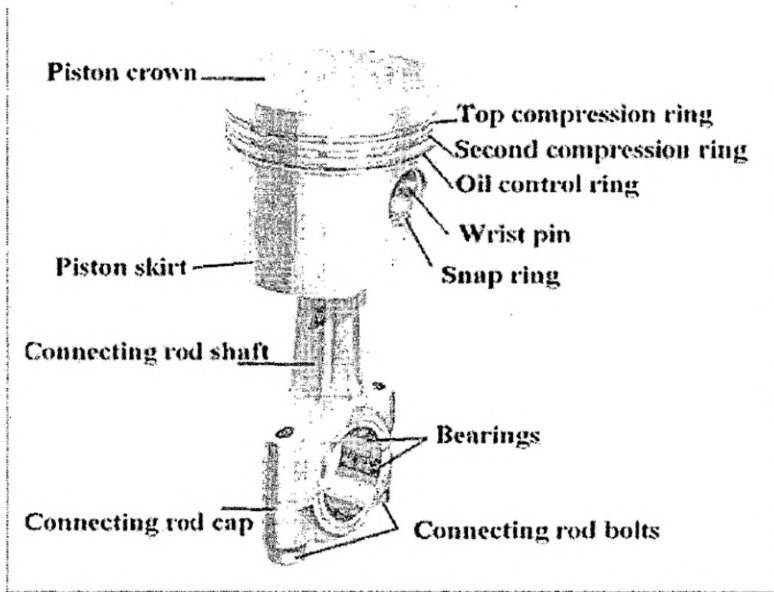
68. In the Class Vehicles, the PCV system is simply inadequate to prevent and address contamination of the crankcase. This is because the volume of contamination is so massive due to, inter alia, (1) the increased amount of unburned fuel in the combustion chamber due to the high fuel pressures of the GDI system; and (2) increased blow-by as a result of the reduced piston and oil control ring tensions in an effort to decrease overall friction within the engine in the hopes of gaining greater miles per gallon (“MPG”).

ANSWER: Denied.

69. In the Class Vehicles, the engine pistons are connected to the crankshaft via the connecting rods. As the connecting rods move up and down during the Combustion Cycle, this causes the crankshaft to rotate, ultimately resulting in power to the drive wheels

of the vehicle. During this cycle, the crankshaft rotates many thousands of times per minute within each connecting rod. In order to reduce friction and prolong longevity, it utilizes a bearing placed between each connecting rod and multiple crankshaft surfaces. As a result, the connecting rod bearings allow the crankshaft to rotate within the connecting rods during the Combustion Cycle. An exemplar diagram of the piston, connecting rod, connecting rod bearing and crankshaft is shown below:

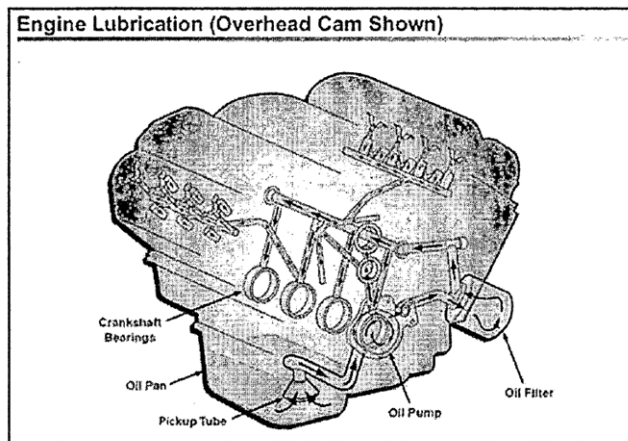




ANSWER: AHM admits the engine pistons are connected to the crankshaft via the connecting rods in the Class Vehicles. AHM admits the connecting rods cause the crankshaft to rotate. AHM states that the diagram referenced in Paragraph 69 speaks for itself. AHM denies the remaining allegations in this paragraph.

70. When the Class Vehicles are in operation, engine oil is used to lubricate the piston, cylinder wall, connecting rod bearings, main bearings and other rotating and moving components as the pistons move up and down through the four-stroke sequence. Engine oil is necessary to reduce wear on the moving parts throughout the engine, to improve sealing, and to cool the engine by carrying away heat from the moving parts. Engine oil also cleans and transports contaminants away from the engine to the engine oil filter. Oil is pumped and pressurized throughout the engine by the oil pump. The oil pump draws oil from the oil pan, located underneath the pistons and crankshaft. The oil pump forces engine oil through the oil filter and then through passages in the engine to properly

lubricate and reduce friction in internal moving engine components. The oil then returns to the oil pan through small drainage holes located throughout the engine where it will be recirculated by the oil pump. Below is a diagram illustrating the typical path and channels of engine oil lubrication in an overhead cam engine:



ANSWER: AHM admits engine oil is used to lubricate the piston, cylinder wall, connecting rod bearings, main bearings and other rotating and moving components to reduce wear on the moving parts throughout the engine, to improve sealing, and to cool the engine. AHM further admits that engine oil cleans and transports contaminants away from the engine to the engine oil filter. AHM further admits oil is pumped throughout the engine by the oil pump and that the oil pump draws oil from the oil pan, located underneath the pistons and crankshaft, forces engine oil through the oil filter and then through passages in the engine to properly lubricate and reduce friction in internal moving engine components, and then returns to the oil pan through small drainage holes located throughout the engine where it will be recirculated by the oil pump. AHM states that the diagram referenced in Paragraph 70 speaks for itself. AHM denies the remaining allegations in this paragraph.

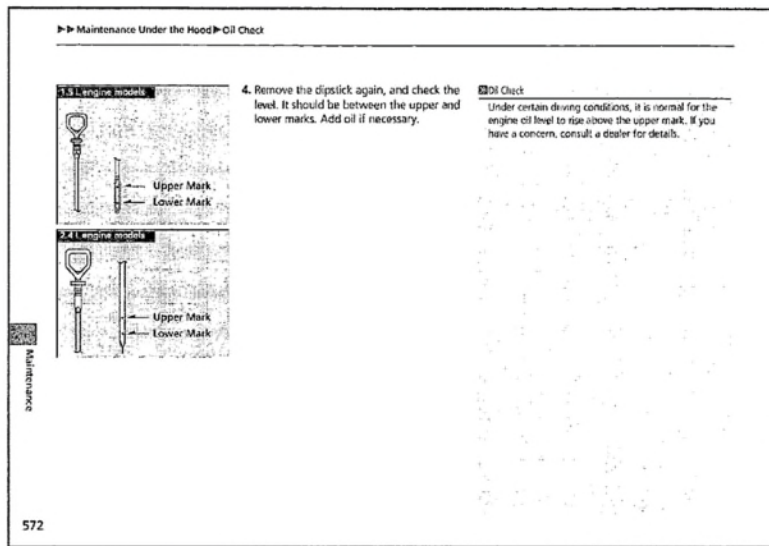
71. The Engine Defect inherent in the Class Vehicles results in the buildup of non-combusted fuel within the engine's oiling system. As the fuel builds up within the oiling system, the engine oil is diluted and begins to lose its lubricating properties. This fuel-contaminated engine oil no longer properly coats the bearing surfaces, compromising the integrity of the oil barrier between the bearings and the corresponding metal parts which they are designed to protect. When the Engine Defect manifests, it results in excessive and frequent contact between the connecting rods and connecting rod bearings, as well as the crankshaft and main bearings. This contact causes accelerated wear within the engine and on the bearing surfaces in the Class Vehicles.

ANSWER: Denied.

72. Additionally, the Engine Defect causes the crankcase of the Class Vehicles to become overfilled with fuel-contaminated oil. As a result, the engine oil level can come in contact with the crankshaft. When this happens, engine oil is turned (or aerated) by the crankshaft thereby becoming oxygenated and of a foamy quality. This oxygenated oil mixture fails to lubricate effectively and will often result in overheating as well as damage to the engine's moving parts. In some cases, there may even be a loss of oil pressure since aerated oil can result in oil pump cavitation. Per the below diagrams from the Owner's Manual of a Class Vehicle, Honda is well aware that excessive oil in the crankcase will result in damage to the Class Vehicles:⁴

4

<http://techinfo.honda.com/rjanisis/pubs/OM/AH/ATLA19190M/enu/ATLA19190M.PDF> (last visited Mar. 21, 2022).

**NOTICE**

Do not fill the engine oil above the upper mark. Overfilling the engine oil may result in leaks and engine damage.

ANSWER: AHM states that the diagrams in Owner's Manuals speak for themselves and to the extent the allegations in Paragraph 72 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

73. In addition, the Class Vehicles' Owner's Manuals warn: "If you drive the vehicle with insufficient or deteriorated oil, the engine may fail or be damaged."⁵

ANSWER: AHM states that the Class Vehicles' Owner's Manuals speak for themselves and to the extent the allegations in Paragraph 73 vary therewith, AHM denies same.

5

<http://techinfo.honda.com/rianisis/pubs/OM/AH/ATLA19190M/enu/ATLA19190M.PDF>, at 570 (last visited Mar. 21, 2022).

74. Regardless of this known risk, Honda instructs Class Members to continue to drive their Class Vehicles and simply change the engine oil more frequently, in some instances recommending class members change their Vehicle's oil every 500 miles. Once oil dilution occurs, many Class Vehicles will also require replacement of fouled spark plugs and even fuel injectors along with risk of camshaft, rocker-arm assembly, and engine damage. This results in a previously undisclosed increase in the cost of maintenance for Class members due to the Engine Defect. Additionally, this results in a greater impact on the environment due to the necessary and frequent disposal of contaminated engine oil due to the Engine Defect.

ANSWER: Denied.

B. Honda's Knowledge of the Engine Defect

75. After numerous reports of high engine oil levels and fuel smells reported by Honda customers in northern China, where cooler temperatures are common, Honda ordered a recall of 350,000 vehicles in February 2018.

ANSWER: AHM admits there was a recall in China of certain vehicles in February 2018. AHM denies the remainder of the allegations in this paragraph.

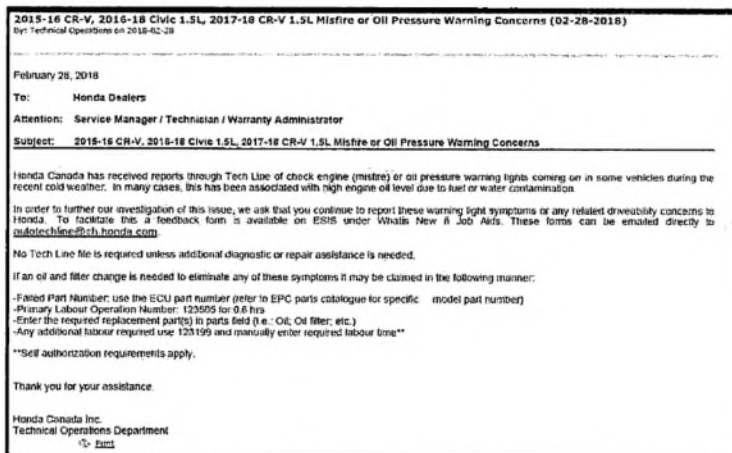
76. In approximately March 2018, Honda halted the sales of certain CR-V vehicles in China, after a Chinese watchdog agency rejected Honda's plan to recall the vehicles to attempt to fix the Engine Defect.⁶ "The company needs to improve the recall plans further," the watchdog said, suggesting that Honda could extend the warranty

⁶<https://www.reuters.com/article/us-honda-china-recall/honda-stops-selling-new-cr-vs-in-china-after-recall-plan-rejected-idUSKCN1GE1P8> (last visited Mar. 21, 2022).

coverage period of the affected vehicles.⁷ Until a new recall is agreed upon, Honda issued a stop-sale on all new CR-Vs in China.

ANSWER: AHM admits Honda halted the sale of certain CR-V vehicles in China in 2018. AHM states that the website referenced in this paragraph and corresponding footnote speaks for itself and to the extent the allegations in Paragraph 76 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

77. Similarly, on February 28, 2018, Honda Canada, Inc. sent a notice to its Canadian dealerships regarding complaints of misfires and oil pressure warnings in the Class Vehicles. Honda Canada further advised that these issues have “been associated with high engine oil level due to fuel or water contamination.” A copy of this notice is below:



ANSWER: AHM states that the notice referenced in this paragraph speaks for itself and to the extent the allegations in Paragraph 77 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

⁷ Id.

78. In an October 2018 memo sent to Honda dealerships in the United States, “Honda’s manager of auto campaigns and recalls, Brad Ortloff, said oil in these engines could be diluted because of software settings or potential hardware failures. Some vehicles could experience a lack of power, leading to cylinder misfires or engine noise.”⁸

ANSWER: AHM states that the memo referenced in this paragraph and corresponding footnote speaks for itself and to the extent the allegations in Paragraph 78 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

79. The October 2018 memo explained that “[i]n some extreme cold weather states, CR-Vs driven on very short drive cycles may experience engine oil dilution. In some cases, this may result in increased oil level and can cause a misfire: DTC P0300 (random misfire detected), P0301 (No. 1 cylinder misfire detected), P0302 (No. 2 cylinder misfire detected), P0303 (No. 3 cylinder misfire detected), P0304 (No. 4 cylinder misfire detected), or P0172 (fuel system too rich).”⁹

ANSWER: AHM states that the memo referenced in this paragraph and corresponding footnote speaks for itself and to the extent the allegations in Paragraph 79 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

⁸<https://www.consumerreports.org/car-recalls-defects/honda-extends-warranty-on-troubled-turbo-engines/> (last visited Mar. 21, 2022); <https://static.nhtsa.gov/odi/tsbs/2018/MC-10147181-9999.pdf> (last visited Mar. 21, 2022).

⁹ <https://static.nhtsa.gov/odi/tsbs/2018/MC-10147181-9999.pdf> (last visited Mar. 21, 2022).

80. In or around June 2019, Honda extended the factory warranty on more than 1 million CR-V (MY 2017-2018) and Civic (MY 2016-2018) vehicles in the United States after reports of gasoline mixing with engine oil in those vehicles which also contained the 1.5L direct injection "Earth Dreams" engine. The oil dilution problem in those vehicles "raised concerns about the durability of the 1.5-litred turbo engine and about the vehicles potentially stalling, especially in cold weather."¹⁰ As a result, Defendants provided owners of these vehicles with an extra one-year of warranty coverage on certain powertrain components (including the camshaft, rocker-arm assemblies, and spark plugs) with no mileage limitations.

ANSWER: AHM admits it extended the factory warranty on certain vehicles in the United States in 2019. AHM states that the website quoted in Paragraph 80 speaks for itself and to the extent the allegations in Paragraph 80 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

81. Despite acknowledging the Engine Defect on 2018 and earlier Honda CR-V and Civic vehicles in China, Canada, and the United States, Honda has not acknowledged the existence of the Engine Defect in the Class Vehicles to Class Members.

ANSWER: Denied.

82. Furthermore, Honda's failure to notify the general public or the owners or lessees of the Class Vehicles of the Engine Defect is particularly egregious because after the Engine Defect manifests, the Class Vehicles may suffer catastrophic engine failure

¹⁰<https://www.consumerreports.org/car-recalls-defects/honda-extends-warranty-on-troubled-turbo-engines/> (last visited Mar. 21, 2022).

while in use, resulting in a very dangerous situation (and can even be left stranded) placing the driver and occupants at an increased risk of injury.

ANSWER: Denied.

83. Engines are intended to function for periods (and mileages) substantially in excess of those specified in Honda's warranties, and given past experience, consumers legitimately expect to enjoy the use of an automobile without worry that the engine will fail for significantly longer than the limited times and mileages identified in Honda's warranties.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 83 and therefore denies the same.

84. Honda markets its vehicles as particularly reliable when compared to the competition.¹¹

ANSWER: AHM states that the website referenced in footnote 11 speaks for itself and to the extent the allegations in Paragraph 84 vary therewith, AHM denies same.

85. Automobiles must be able to withstand foreseeable usage conditions. A vehicle can suffer extensive damage and costly repairs from customary environmental and usage conditions when a vehicle suffers from a defect such as the Engine Defect.

ANSWER: The allegations in Paragraph 85 contain legal conclusions to which no response is required, and on that basis AHM denies the same. Further, the allegations in

¹¹ See, e.g., <https://automobiles.honda.com/awards> (last visited Mar. 21, 2022).

Paragraph 85 are too vague and general to enable AHM to admit or deny them and on that basis AHM also denies the allegations in Paragraph 85.

86. In many instances, consumers have incurred and will continue to incur expenses for repair and/or replacement of the engines despite such Engine Defect having been contained in the Class Vehicles when manufactured by Honda.

ANSWER: Denied.

87. Upon information and belief, Honda, through (1) its own records of customers' complaints, (2) dealership repair records, (3) records from the National Highway Traffic Safety Administration (NHTSA), (4) warranty and post-warranty claims, (5) internal pre-sale durability testing and TSBs, (6) the Extended Warranty issued for oil dilution in prior model year Honda CR-V and Civic vehicles with 1.5L Earth Dreams engines, and (7) other various sources, was well aware of the Engine Defect but failed to notify customers of the nature and extent of the problems with Class Vehicle engines or to provide any adequate remedy.

ANSWER: Denied.

88. Honda failed to adequately research, test and/or manufacture the engines and PCV systems in the Class Vehicles before warranting, advertising, promoting, marketing, and selling the Class Vehicles as suitable and safe for use in an intended and/or reasonably foreseeable manner.

ANSWER: Denied.

89. Honda is experienced in the manufacture of consumer vehicles. As an experienced manufacturer, Honda conduct tests, including pre-sale durability testing, on

incoming components, including the engines, to verify that the parts are free from defect and align with Honda's specifications.

ANSWER: AHM denies it manufactures consumer vehicles or conducts certain pre-sale durability testing on incoming components, including engines. The remaining allegations in Paragraph 89 are too vague and general to enable AHM to admit or deny them and on that basis. AHM denies the remaining allegations in Paragraph 89.

90. Honda's presale durability testing includes five metrics that allegedly "ensure high quality" by conducting "comprehensive quality assurance activities from the dual perspectives of planning and manufacturing."¹² Honda admits that its "production departments implement manufacturing controls to keep variability within applicable standards based on drawings and develop production processes so that all workers can continue to achieve a consistent level of quality." Thus, Honda knew or should have known of the Engine Defect through its comprehensive quality assurance activities and manufacturing controls.

ANSWER: AHM states that the website referenced in footnote 12 speaks for itself and to the extent the allegations in Paragraph 90 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

91. First, Honda's "engineers utilize a database of measures and techniques previously used to prevent market quality issues and other information. They communicate

¹²https://global.honda/content/dam/site/global/about/cq_img/sustainability/report/pdf/2021/Honda-SR-2021-en-093-108.pdf (last visited Mar. 21, 2022). The quotes in paragraphs 73-80 all refer to this webpage.

closely with manufacturing departments during the initial development stage and put product function, performance and quality assurance initiatives in writing. These are shared to ensure efforts are coordinated with production departments' process assurance activities and to coordinate quality assurance initiatives.”

ANSWER: AHM states that no source is attributed to the quotation in Paragraph 91. AHM therefore lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 91 and therefore denies the same. To the extent, the source of the quotation in Paragraph 91 is later identified, AHM states that the source speaks for itself and to the extent the allegations in Paragraph 91 vary therewith, AHM denies same.

92. Second, “Honda’s production departments establish manufacturing control items and criteria for each part, process, and operation to prevent product quality issues.” These controls are explicitly put in place to “prevent product quality issues” whereby Honda’s engineers “use these manufacturing control items and criteria to verify manufacturing variability.”

ANSWER: AHM states that no source is attributed to the quotations in Paragraph 92. AHM therefore lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 92 and therefore denies the same. To the extent, the source of the quotation in Paragraph 92 is later identified, AHM states that the source speaks for itself and to the extent the allegations in Paragraph 92 vary therewith, AHM denies same.

93. Third, for outsourced parts, Honda visits its suppliers' manufacturing facilities to conduct quality audits based on the 'Three Reality Principle,' which emphasizes 'going to the actual place,' knowing the actual situation' and 'being realistic.' Honda uses "[e]xperts in the development and production of individual parts visit manufacturing facilities and conduct audits of suppliers' quality systems and their implementation."

ANSWER: AHM states that no source is attributed to the quotations in Paragraph 93. AHM therefore lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 93 and therefore denies the same. To the extent, the source of the quotations in Paragraph 93 is later identified, AHM states that the source speaks for itself and to the extent the allegations in Paragraph 93 vary therewith, AHM denies same.

94. Fourth, and perhaps most importantly, Honda assures long-term reliability of its parts and vehicles through "rigorous durability testing." Honda states the following about this metric (emphasis added):

Honda subjects new and redesigned models to rigorous long-distance durability testing before beginning mass production to verify that there are no quality issues.

Honda also disassembles vehicles used in the test drives into every single part and verifies that there are no quality issues through a process consisting of several thousand checks. By accumulating data on the issues discovered through these test drives and detailed inspections as well as associated countermeasures, the Company is able to ensure a high level of quality and reliability.

ANSWER: AHM states that no source is attributed to the quotation in Paragraph 94. AHM therefore lacks knowledge or information sufficient to form a belief as to the

truth of the allegations in Paragraph 94 and therefore denies the same. To the extent, the source of the quotation in Paragraph 94 is later identified, AHM states that the source speaks for itself and to the extent the allegations in Paragraph 94 vary therewith, AHM denies same.

95. Fifth, Honda developed and implemented the “Line End Tester,” an inspection and diagnostic system, that is used “in shipping quality inspections of all electronic control systems, from switches and instruments to air conditioner, audio, engine and transmission operations.”

ANSWER: AHM states that no source is attributed to the quotation in Paragraph 95. AHM therefore lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 95 and therefore denies the same. To the extent, the source of the quotation in Paragraph 95 is later identified, AHM states that the source speaks for itself and to the extent the allegations in Paragraph 95 vary therewith, AHM denies same.

96. Through these quality control metrics, Honda knew or should have known that the engines in the Class Vehicles were defective.

ANSWER: Denied.

97. Lastly, as explained in Honda’s Sustainability Report:

When Honda determines that an issue occurs with a product that requires market action, it quickly notifies government authorities in accordance with individual countries’ regulations and contacts owners by means of direct mail from dealers or by telephone to provide information about how they can receive repairs free of charge. In addition to Honda’s website,

market action information is provided through the news media as necessary.

ANSWER: AHM states that Honda's Sustainability Report speaks for itself and to the extent the allegations in Paragraph 97 vary therewith, AHM denies same.

98. Despite such assurances and procedures, Honda has not contacted Class Members by direct mail or telephone to inform them how they can receive free repairs related to the Engine Defect within the United States. Additionally, upon information and belief, Honda has also not provided associated information regarding the Engine Defect on its website or through the news media.

ANSWER: Denied.

99. Per the below, Honda also expressly warranted the Class Vehicles to be free from defects for a period of three years or 36,000 miles under the New Vehicle Limited Warranty and 5 years or 60,000 miles under the Powertrain Limited Warranty.¹³ Both warranties are applicable to the Engine Defect; however, Honda has failed to correct the issue.

¹³https://owners.honda.com/Documentum/Warranty/Handbooks/2019_Honda_Warranty_Basebook_AWL07531_Petrol_Hybrid_PHEV_SIS.pdf, at 6 (last visited Mar. 21, 2022).

New Vehicle Limited Warranty		
<p>Time and Mileage Period</p> <p>This warranty begins on the date the vehicle is put into use in one of the following ways:</p> <ul style="list-style-type: none"> The vehicle is delivered to the first purchaser by an authorized Honda automobile dealer. The vehicle is leased. The vehicle is used as a demonstrator or company vehicle. <p>Your vehicle is covered for 3 years or 36,000 miles, whichever comes first. Some parts may have separate coverage under other warranties described in this booklet.</p> <p>Warranty Coverage</p> <p>Honda will repair or replace any part that is defective in material or workmanship under normal use. See Operation and Maintenance of your Honda on page 36. All repairs/replacements made under this warranty are free of charge.</p>	<p>The replaced or repaired parts are covered only until this New Vehicle Limited Warranty expires.</p> <p>This New Vehicle Limited Warranty Does Not Cover:</p> <ul style="list-style-type: none"> Normal wear or deterioration of any part. Cleaning and polishing. The adding of any fluids, unless they are needed as part of a warranty repair. Broken, chipped, or scratched window glass unless it is due to a defect in material or workmanship. Any item concerning your vehicle's general appearance that is not due to a defect in material or workmanship. Cosmetic flaws or minor damage to the body, paint, or other items may occur during manufacture or shipping of your vehicle. If you find any uncorrected flaws or damage on your new vehicle, notify the dealer as soon as possible after delivery. 	<ul style="list-style-type: none"> Expendable maintenance items (such as filters, or brake pads/linings) when replaced due to normal wear or customer abuse. Tires are warranted by their manufacturers (see page 28 for more information). <p>Limited Warranty Coverage</p> <ul style="list-style-type: none"> Original equipment batteries for key fobs and remotes are covered for the first 6 months of ownership. Original equipment wiper blade inserts are covered for the first 6 months of ownership. Wheel balancing and wheel alignment are covered for the first year or 12,000 miles, whichever comes first, unless required as part of a warranty repair. Air conditioner refrigerant is covered for the first 2 years or 24,000 miles, whichever comes first, unless required as part of a warranty repair. <p>Your Warranties in Detail 9</p>

Powertrain Limited Warranty		
<p>Time and Mileage Period</p> <p>This warranty's coverage begins on the same date as the New Vehicle Limited Warranty (see page 8).</p> <p>Your powertrain is covered for 5 years or 60,000 miles, whichever comes first.</p> <p>Some powertrain parts may have additional coverage under other warranties described in this booklet.</p> <p>Warranty Coverage</p> <p>Honda will repair or replace any part that is defective in material or workmanship under normal use. See Operation and Maintenance of your Honda on page 36. All repairs/replacements made under this warranty are free of charge. The replaced or repaired parts are covered only until this Powertrain Limited Warranty expires.</p>	<p>Parts Covered by the Powertrain Warranty</p> <p>Your vehicle may not be equipped with all the parts listed. Other parts may be covered. Contact an authorized Honda automobile dealer or Honda Automobile Customer Service (see inside front cover of this booklet) for further information.</p> <p>Engine</p> <p>Cylinder block and head and all internal parts, timing gears and gaskets, timing chain/belt and cover, flywheel, valve covers, oil pan, oil pump, intake and exhaust manifolds, engine mounts, engine/powertrain control module, water pump, fuel pump, seals and gaskets.</p> <p>Transmission and Transaxle</p> <p>Case and all internal parts, torque converter, transfer case and all internal parts, transmission/powertrain control module, seals and gaskets.</p>	<p>Front-Wheel-Drive System</p> <p>Final drive housing and all internal parts, driveshafts, constant velocity joints, front hubs and bearings, seals and gaskets.</p> <p>Rear-Wheel-Drive System</p> <p>Differential housing and all internal parts, propeller shafts, universal joints, driveshafts, constant velocity joints, rear hubs and bearings, seals and gaskets.</p> <p>For a list of items not included in this warranty, please refer to page 9.</p>

10 | Your Warranties in Detail

ANSWER: AHM states that the New Vehicle Limited Warranty and the Powertrain Limited Warranty referenced in Paragraph 99 and the corresponding footnote speak for themselves and to the extent the allegations in Paragraph 99 vary therewith, AHM denies same. AHM denies the remaining allegations in this paragraph.

100. Buyers, lessees, and other owners of the affected Vehicles were without access to the information concealed by Honda as described herein, and, therefore reasonably relied on Honda's representations and warranties regarding the quality, durability, and other material characteristics of the Vehicles. Had these buyers and lessees

known of the defect and the potential harm, they would have taken steps to avoid that harm and/or would have paid less for the Vehicles than the amounts they actually paid, or would not have purchased the Vehicles.

ANSWER: Denied.

C. Complaints by Other Class Members.

101. Plaintiffs' experiences are by no means an isolated or outlying occurrence. Indeed, the internet is replete with examples of blogs and other websites where consumers have complained of the exact same Engine Defect within the Class Vehicles.¹⁴

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 101 and therefore denies the same. AHM states that the website referenced in footnote 14 speaks for itself and to the extent the allegations in Paragraph 101 vary therewith, AHM denies the same. AHM denies the remaining allegations in this paragraph.

102. Class Vehicle owners have publicly complained to the United States government about the Engine Defect in Class Vehicles since the vehicle has been released. The Office of Defects Investigation ("ODI") is an office within the National Highway Traffic Safety Administration ("NHTSA"). ODI conducts defect investigations and administers safety recalls to support the NHTSA's mission to improve safety on the Nation's highways.¹⁵ All automobile manufacturers routinely monitor and analyze

¹⁴ <http://www.hondaorblems.com/news/2020/reasons-avoid-earth-dreams-engine/> (last visited Mar. 21, 2022).

¹⁵ See <https://www-odi.nhtsa.dot.gov/recalls/recallprocess.cfm> (last visited Mar. 21, 2022). Indeed, automobile manufacturers are required by law to monitor NHTSA complaints and

NHTSA complaints because this information is used in determining if a recall should be issued. Thus, Defendants have knowledge of any and all NHTSA complaints.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 102 and therefore denies the same. AHM states that the website referenced in footnote 15 speaks for itself and to the extent the allegations in Paragraph 102 vary therewith, AHM denies the same. AHM denies the remaining allegations in this paragraph.

103. The following is just a small sampling of the many complaints submitted to ODI by Honda CR-V owners. These publicly available complaints, filed as early as March 2016, evidence Honda's prior knowledge of the Engine Defect, the negative experiences encountered by Class Members, and the financial burden this places on them.

NHTSA ID Number: 10864030

Date of Incident: 03/22/2016

Consumer Location: FOX POINT, WI

Vehicle Identification No. (VIN): 5J6RM4H74GL...

SUMMARY:

THE CABIN OF MY BRAND NEW VEHICLE FILLS WITH GAS FUMES RANDOMLY WHILE THE ENGINE IS RUNNING. THE FUMES FILL THE CABIN WHILE IDLING, STARTING, AND DRIVING DOWN THE ROAD. THE FUMES ARE VERY STRONG AND I DO NOT FEEL SAFE DRIVING THIS VEHICLE FOR ANY DISTANCE. THE HONDA DEALERSHIP SERVICE DEPARTMENT AND THE HONDA TECH CENTER ARE AWARE OF THE PROBLEM BUT DO NOT HAVE A REMEDY.

report any potential safety defects to the United States government. See TREAD Act, Pub. L. No. 106414, 114 Stat. 1800 (2000).

NHTSA ID Number: 11084545

Date of Incident: 09/13/2016

Consumer Location: WAUWATOSA, WI

Vehicle Identification No. (VIN): 2HKRM4H73GH...

SUMMARY:

GAS FUMES IN PASSENGER CABIN. WE GET GAS FUMES IN THE PASSENGER CABIN ON A REGULAR BASIS. NO GAS LEAKING ON GROUND THAT WE CAN SEE. HAPPENS MORE OFTEN AFTER CAR HAS BEEN IDLING FOR A BIT. GAS FUMES STAY IN CABIN WHILE DRIVING.

NHTSA ID Number: 11075842

Incident Date November 20, 2017

Consumer Location DULUTH, MN

Vehicle Identification Number 5J6RW2H5XHL* * * *

Summary of Complaint

GAS IS MIXING IN THE OIL OF OUR NEW 2017 HONDA CR-V. THE 1.5 LITER ENGINE DOES NOT WARM UP SUFFICIENTLY IN COLD WEATHER, RUNS RICH, AND LEAVES UN-COMBUSTED GAS IN THE OIL. THIS TRIGGERS ENGINE WARNING LIGHTS AND REQUIRES FREQUENT OIL CHANGES. ENGINE PERFORMANCE AND DRIVABILITY SUFFER. THIS PROBLEM IS ALSO BEING REPORTED ON SOCIAL MEDIA BY OTHER HONDA CR-V OWNERS WHO DRIVE IN COLDER CLIMATES. WE ARE CONCERNED THAT IT IS CAUSING LONG TERM DAMAGE TO THE ENGINE OF OUR NEW VEHICLE. I CAUTION PROSPECTIVE BUYERS TO POSTPONE THE PURCHASE OF A 2017 OR NEWER HONDA CR-V WITH THE 1.5 LITER ENGINE UNTIL HONDA SOLVES TO THIS PROBLEM. THE FIFTH GENERATION CR-V IS AN EXCELLENT CAR IN MANY RESPECTS, BUT THIS IS A MAJOR PROBLEM. I CANNOT RECOMMEND THE CAR, PARTICULARLY TO THOSE WHO DRIVE IN COLDER CLIMATES, UNTIL A FIX IS FOUND.

REUTERS REPORTED IN FEBRUARY THAT HONDA HAS ANNOUNCED A RECALL OF 350,000 CR-V'S IN CHINA FOR WHAT APPEARS TO BE A SIMILAR ISSUE.

WE'VE DRIVEN OUR CAR FOR ABOUT SIX MONTHS, AND IT HAS LESS THAN 2,000 MILES ON IT. WE TYPICALLY USE THE CAR FOR SHORT DRIVES WITHIN THE CITY. OUR CAR WAS AT THE DEALER FOR OVER TWO WEEKS WHEN THE PROBLEM FIRST OCCURRED. A FIELD REP FROM HONDA WAS SENT OUT TO THE DEALER TO TRY TO ASSIST. SENSORS AND FUEL INJECTORS WERE REPLACED. THE OIL AND FILTER WAS CHANGED. AT THIS TIME OUR ENGINE HAD LESS THAN 1100 MILES ON IT.

THESE REPAIRS DID NOT CORRECT THE PROBLEM. IN MID-JANUARY THE ENGINE WARNING LIGHTS WERE TRIGGERED AGAIN. OUR DEALER NOTED THE SMELL OF GAS IN OUR OIL AND ONCE AGAIN CHANGED THE OIL AND FILTER. WE HAD LESS THAN 1500 MILES ON THE CAR FOR THIS SERVICE.

HONDA DOES NOT APPEAR TO HAVE A SOLUTION TO THIS PROBLEM. THE OIL AND FILTER CHANGES ARE A BAND-AID, AND LONG TERM DAMAGE MAY BE OCCURRING TO OUR ENGINE. HONDA MAY HAVE A MAJOR PROBLEM ON ITS HANDS WITH THE 1.5 LITER ENGINE.

NHTSA ID Number: 11072826

Date of Incident: 12/19/2017

Consumer Location: HAYWARD, WI

Vehicle Identification No. (VIN): 2HKRW2H57HH...

SUMMARY:

GAS IN GETTING IN CRANKCASE OIL ON BRAND NEW ENGINE. STARTED FROM DAY ONE. IT IS WASHING DOWN CYLINDER WALLS,, DILUTING THE OIL AND CAUSING PREMATURE ENGINE FAILURE. I AM SCARED TO DEATH IT WILL BLOW UP AT HIGHWAY SPEEDS AND CAUSE MY DEATH.

NHTSA ID Number: 11076415

Incident Date January 6, 2018

Consumer Location SILVER BAY, MN

Vehicle Identification Number 2HKRW2H8OHH* * * *

Summary of Complaint

JANUARY 6TH, 2018 CAR SMELLED OF EGGS AND GAS. DROVE CAR 70 MILES THE EMISSIONS AND ENGINE LIGHT CAME ON AND CAR WAS TOWED FROM A BUSY HWY 61 MN TO HONDA SERVICE CENTER. THEY HAD CRV FOR 3

WEEKS. CHANGED OIL & PROGRAMMED INJECTORS THE OIL HAD 1QUART OVER OF GAS MIXED INTO THE OIL. 700 MILES LATER AND CAR NOW HAS GAS MIXED INTO OIL AGAIN AND OVER THE ORANGE DIPSTICK AND SMELLS OF VERY STRONG GAS. A SERVICE APPOINTMENT MADE FOR MARCH 14TH, 2018 FOR OIL CHANGE, RATTLE IN THE DASH BEHIND HEAD UNIT AND THE HEAT PROBLEM AS WELL. THE NO HEAT FOR WINTER DRIVING WITH FROZEN WINDSHIELD BEFORE DRIVING AND WHILE DRIVING IS VERY DANGEROUS! BREAKING DOWN ON A INTERSTATE HWY IS ALSO DANGORUS WAITING 4 HOURS WITH NO HEAT IN CAR AT -1 TEMP WAITING FOR TOW IS DANGORUS. NOT HAPPY ABOUT THIS AT ALL!

NHTSA ID Number: 11098079

Date of Incident: 01/10/2018

Consumer Location: MILLVILLE, NJ

Vehicle Identification No. (VIN): 2HKRW2H51HH* * *.

SUMMARY:

I HAVE HAD THE BRAKES ENGAGE TWICE THROUGH THE COLLISION AVOIDANCE SYSTEM WITH NO OTHER VEHICLES AROUND ME.DANGEROUS AS I COULD BE REAR ENDED.AND THE OIL LEVEL RISES WITH FUEL DILUTION AND GAS FUMES ENTER THE PASSENGER COMPARTMENT.VEHICLE MISFIRED AND SHUTDOWN ON HIGHWAY DANGEROUS SITUATION AND BREATHING GAS FUMES.

NHTSA ID Number: 11081970

Date of Incident: 02/05/2018

Consumer Location: CINNAMINSON, NJ

Vehicle Identification No. (VIN): 2HKRW2H58HH* * *

SUMMARY:

THE 1.5 TURBO ENGINE'S ALL EXPERIENCE A COOLANT HEATING UP UNDER 32DEGREES F PROBLEM. AT IDLE THE TEMPERATURE. COOLS DOWN AND HEATER DOES NOT SUPPLY WARM AIR. ALSO THE ENGINE OIL IS BEING DILUTED BY AN OVERLY RICH MIXTURE CAUSING UNBURNED GAS TO ENTER THE CRANKCASE DILUTING THE ENGINE OIL AND CAUSING ENGINE DAMAGE. DEALER HAS NO CLUE WHEN I TOOK IT IN TO WHY SO I HAVE TO CHANGE OIL EVE3RY 1000 MILES TO PROTECT THE ENGINE

NHTSA ID Number: 11072515

Date of Incident: 02/13/2018

Consumer Location: BURLINGTON, MA

Vehicle Identification No. (VIN): 5J6RM4H43GL* * *

SUMMARY:

FROM NEW, THE CABIN FILLS WITH NOXIOUS GAS FUMES. HONDA DEALERSHIP SAYS HONDA IS AWARE OF THE PROBLEM BUT WILL NOT DO ANYTHING TO FIX IT AS THEY ARE UNAWARE OF A FIX. UNACCEPTABLE FROM HONDA

NHTSA ID Number: 11097244

Incident Date February 14, 2018

Consumer Location BRIDGEWATER, VA

Vehicle Identification Number 2HKRW2H52HH* * * *

Summary of Complaint

OIL/DILUTION ON DIP STICK. GAS SMELL ON DIP STICK. OVERFILLED DIP STICK.

Date of Incident: 02/20/2018

NHTSA ID Number: 11081944

Consumer Location: LOS ANGELES, CA

Vehicle Identification No. (VIN):

SUMMARY:

ENGINE OIL IS OVERFILLING AND BEING DILUTED WITH GAS. . STRONG GAS SMELL. WHEN CHANGING OIL, MORE THAN WHAT WAS NEEDED TO FILL ENGINE OIL TO FULL

NHTSA ID Number: 11078754

Incident Date February 22, 2018

Consumer Location ASHLAND, WI

Vehicle Identification Number 5J6RW2H8XHL* * * *

Summary of Complaint

I PURCHASED A 2017 CRV FROM ASHLAND HONDA AND TOYOTA IN ASHLAND, WI IN AUGUST 2017. ON FEBRUARY 23, 2018, MY CAR WHICH HAS 5500 MILES ON IT, STARTED MAKING A HORRIBLE NOISE AND BEGAN LOSING POWER WHILE ON THE HIGHWAY. THE NOISE CONTINUED THROUGHOUT THE WEEKEND. WE MADE AN APPOINTMENT WITH ASHLAND HONDA AND TOYOTA TO SERVICE THE CALL.

HONDA CORPORATE AND THE SERVICE MANAGER (JERRY) AT ASHLAND HONDA AND TOYOTA DETERMINED THROUGH VIDEO CHATS AND CONFERENCE CALLS THAT THE CAMS WERE DESTROYED IN MY ENGINE. THEY BELIEVE THIS HAD TO DO WITH FUEL AND OIL MIXING AND GETTING INTO THE ENGINE. HONDA REQUESTED THAT ASHLAND HONDA REPLACE THE HEAD OF THE ENGINE. THEY HAVE NO FIX FOR THE PROBLEM WITH THE FUEL AND OIL MIXING AND DESTROYING THE ENGINE. THE SERVICE MANAGER SAID BECAUSE THE GOVERNMENT IS INVOLVED DUE TO EMISSIONS, THIS ISSUE WILL BE CONTINUING, AND AT THIS TIME THERE IS NO FIX. HE ALSO STATED THAT CORPORATE INFORMED HIM THIS WAS A REGIONAL ISSUE DUE TO OUR CLIMATE, AND THEY ARE CURRENTLY TRYING TO FIGURE OUT A SOFTWARE FIX FOR THE PROBLEM. NO RESOLUTION AT THIS POINT. CORPORATE FURTHER STATED THAT THEY ARE SEEING THIS ISSUE WHEN THE TEMPERATURE IS BETWEEN 10 AND 30 DEGREES. I WAS OFFERED A 100,000 EXTENDED WARRANTY AND RECOMMENDED THAT I GO TO THE DEALER EVERY 500 MILES TO GET AN OIL CHANGE TO SEE IF FUEL IS MIXING WITH THE OIL. SHOCKED AT THE LACK OF RESOLUTION, I ASKED THE SERVICE MANAGER IF HONDA CORPORATE WAS COMFORTABLE GIVING ME MY CAR BACK AFTER THE CAMS WERE REPLACED WITH NO RESOLUTION, AND HE SAID YES.

I DO NOT BELIEVE THIS IS ETHICAL AT ALL FOR HONDA TO NOT HAVE A FIX TO AN ENGINE PROBLEM THAT COULD ENDANGER MYSELF AND/OR MY FAMILY. THE CAR ENGINE IS BEING REPLACED WHEN PARTS ARE DELIVERED. AGAIN, NO RESOLUTION TO THE PROBLEM WITH THE OIL AND GAS COMBINING AND FIXING ISSUE.

NHTSA ID Number: 11079561

Incident Date March 8, 2018

Consumer Location ACTON, MA

Vehicle Identification Number 5J6RW2H58HL****

Summary of Complaint

I PURCHASED A 2017 HONDA CRV-EX WITH THE 1.5 TURBO ENGINE IN NOVEMBER 2017 AND PLAN TO GIVE THIS CAR TO MY NIECE AS A GRADUATION PRESENT IN 2019. I TOOK IT FOR ITS FIRST OIL CHANGE, AT 137 MILES, AND THE DEALER TOLD ME THAT THERE WAS GASOLINE IN THE OIL. AFTER THE OIL CHANGE, I RESEARCHED THE ISSUE AND DISCOVERED THAT MANY PEOPLE (2017 HONDA CRV OWNERS WITH THE 1.5 TURBO ENGINE) IN THE USA HAD THIS PROBLEM. THE DETAILS ARE LISTED IN THE HONDA FORUMS AND ON EDMUNDS. I ALSO SAW THAT HONDA WAS RECALLING 350K 2017-2018 CRVS WITH THE 1.5 TURBO ENGINE , IN CHINA, AS THE SOFTWARE NEEDED TO BE UPDATED. IT APPEARS THAT THE FUEL EJECTORS WERE SUPPLYING TOO MUCH GASOLINE AND THE RESIDUAL GASOLINE WAS LEAKING AROUND THE CYLINDERS INTO THE OIL. I REQUESTED HONDA-USA TO GET ACCESS TO THIS SOFTWARE UPDATE VIA MY LOCAL DEALER (BOCH HONDA WEST IN WESTFORD, MA). IT IS MY UNDERSTANDING THAT THE SOFTWARE UPDATE IS AVAILABLE. HONDA-USA SENT ME A RESPONSE INDICATING THAT THERE WAS NO RECALL ON MY VEHICLE AND I SHOULD GO BACK TO THE DEALER. I HAVE CALLED THE DEALER, AGAIN, BUT THEY CANNOT DO MUCH WITHOUT THE SOFTWARE UPDATE. I TOLD HONDA-USA THAT THIS PROBLEM IS VERY CONCERNING FOR THE FUTURE OF THE ENGINE REMINDED THEM THAT THEIR DEALER FOUND THE PROBLEM OF GASOLINE IN THE ENGINE AND THAT BOTH I AND THE DEALER WERE CONCERNED. MY CASE NUMBER WITH HONDA IS 07116734. SOME OF THE WEB SITES (LINKS) THAT FURTHER DEFINE THE PROBLEM ARE AS FOLLOW: 1) [HTTPS://WWW.REUTERS.COM/ARTICLE/US-HONDA-CHINA-RECALL/HONDA-STOPS-SELLING-NEW-CR-VS-IN-CHINA-AFTER-RECALL-PLAN-REJECTED-IDUSKCN1GE1P8](https://www.reuters.com/article/us-honda-china-recall/honda-stops-selling-new-cr-vs-in-china-after-recall-plan-rejected-idUSKCN1GE1P8) 2) [HTTP://WWW.CRVOWNERSCLUB.COM/FORUMS/14-PROBLEMS-ISSUES/170193-POTENTIAL-MAJOR-ISSUE-2017-CR-V-GASOLINE-GETS-INTO-ENGINE-OIL-TANK.HTML](http://www.crvownersclub.com/forums/14-problems-issues/170193-potential-major-issue-2017-cr-v-gasoline-gets-into-engine-oil-tank.html) 3) [HTTPS ://FORUMS .EDMUNDS . COM/DISCUSSION/50438/HONDA/CR-V/NEW-CR-V-COLD-WEATHER-RUNS-RICH-GAS-IN-OIL-MULTIPLE-COMPLAINTS](https://forums.edmunds.com/discussion/50438/honda/cr-v/new-cr-v-cold-weather-runs-rich-gas-in-oil-multiple-complaints)

NHTSA ID Number: 11081991

Date of Incident: 03/08/2018

Consumer Location: HUNTLEY, IL

Vehicle Identification No. (VIN): 5J6RW2H8OHL* * *

SUMMARY:

WE PURCHASED OUR HONDA CRV EX-L IN OCTOBER OF 2017, WITHIN 5 MONTHS WE NOTICED A STRONG GASOLINE SMALL IN OUR CABIN. ONE DAY I CHECKED THE OIL LEVEL BY PULLING THE DIPSTICK AND NOTICED THAT THE OIL LEVEL WAS 1 FULL INCH ABOVE THE FULL MARK. I ALSO NOTICED THAT THE OIL ON THE DIPSTICK REEKED OF GAS AND WAS VERY DARK AND WATERY. I IMMEDIATELY DID A GOOGLE SEARCH OF THIS ISSUE, KNOWING THAT OUR LAST OIL CHANGE WAS LESS THAN 3,000 MILES AGO FROM OUR LOCAL HONDA DEALER AND I WAS SHOCKED WITH THE RESULTS. THOUSANDS OF OWNERS WITH THE 2017-2018 CRV WITH THE 1.5 LITER TURBO ENGINE ARE HAVING THIS EXACT SAME ISSUE. THE ISSUE IS CALLED OIL DILUTION AND A LARGE AMOUNT OF GAS IS GETTING INTO THE OIL BUT THE REASONS ARE UNKNOWN. I IMMEDIATELY CALLED MY LOCAL DEALER AND HAD MY CAR IN THE NEXT DAY. THEY CLAIMED THEY HAVE NEVER SEEN ANYTHING LIKE THIS BEFORE AS MY OIL HAD SO MUCH GASOLINE IN IT THAT IT POURED OUT LIKE WATER. THEY SCHEDULED A CALL WITH HONDA ENGINEERS THE FOLLOWING MONDAY AND THEY WERE ADVISED TO CHANGE THE OIL AND DRIVE THE CAR AGAIN. THEY DID SO AND THE GAS VOLUME FILLED UP VERY QUICKLY IN THE NEW OIL SO THE NEXT STEP WAS TO REPLACE THE FUEL INJECTORS. BASED ON MY RESEARCH ONLINE MANY OTHER OWNERS HAVE HAD THE SAME PROCEDURE PERFORMED WHICH DIDN'T FIX THE ISSUE. HOWEVER THE INJECTORS WERE REPLACED ON MY CAR AND THE VEHICLE WAS GIVEN BACK TO ME, CLAIMED TO HAVE BEEN FULLY FIXED. NEEDLESS TO SAY LESS THAN 2 WEEKS AFTER I GOT MY VEHICLE BACK I CHECKED THE OIL LEVEL AND ONCE AGAIN IT'S WELL ABOVE THE FULL MARK WITH A STRONG SMELL OF GASOLINE. I'VE CALLED HONDA CORPORATE AND THEIR CUSTOMER SERVICE JUST PLAIN SUCKS. LACK OF EMPATHY, LACK OF ACKNOWLEDGEMENT OF THIS BEING A WIDESPREAD ISSUE AND NO RESOLUTION OF CONCERNS. I'M CURRENTLY FIGHTING WITH THEM, PLEADING TO GET A EXTENSION ON THE POWERTRAIN WARRANTY AS THERE IS NO DOUBT THAT ENGINE DAMAGE HAS ALREADY OCCURRED

NHTSA ID Number: 11080270

Incident Date March 17, 2018

Consumer Location LIVERPOOL, NY

Vehicle Identification Number 5J6RW2H58HL****

Summary of Complaint

GAS IS LEAKING INTO CRANKCASE AND DILUTING THE ENGINE OIL THEREFORE RAISING THE OIL LEVEL ABOVE THE MAX FILL LINE. ENGINE OIL HAS GAS ODOR AND OIL SEEMS THINNER DUE TO DILUTION WITH GASOLINE.

NHTSA ID Number: 11080300

Incident Date March 16, 2018

Consumer Location RALEIGH, NC

Vehicle Identification Number 7FARW1H91HE****

Summary of Complaint

THE OIL LEVEL IN THE CRANK CASE CONTINUALLY RISES AND SMELLS STRONGLY OF GASOLINE. WITHIN 5000 MILES, AND 40% OIL LIFE ACCORDING TO THE MAINTENANCE MINDER, IT HAD RISEN WELL ABOVE THE MAX LINE ON THE DIP STICK.

NHTSA ID Number: 11081407

Incident Date March 18, 2018

Consumer Location WILLIAMSPORT, PA

Vehicle Identification Number 2HKRW2H94HH* * * *

Summary of Complaint

MY CAR IS A 2017 HONDA CRV TOURING WITH THE 1.5 LITER TURBOCHARGED ENGINE AND 3200 MILES. ON 3/18/2018 I WAS DRIVING AT 70MPH ON INTERSTATE 180 IN PENNSYLVANIA WHEN THE CAR SUDDENLY SLOWED, LOST POWER, THE CHECK ENGINE LIGHT CAME ON, AND MULTIPLE ELECTRICAL SYSTEMS REPORTED MALFUNCTIONS IN THE DASH DISPLAY.

THE CAR WAS TOWED TO THE HONDA DEALER AND DIAGNOSED WITH EXCESS GAS (APPROXIMATELY ONE QUART) IN THE OIL. THE OIL AND FILTER WAS CHANGED AS A TEMPORARY SOLUTION, AND A TECH LINE CASE (REF # 4089104) WAS OPENED WITH HONDA. I WAS TOLD AT THIS TIME THERE IS NO PERMANENT RECALL OR FIX. I WAS ADVISED THAT THIS IS A KNOWN PROBLEM IN COLD CLIMATES WHERE THE CAR IS USED FOR SHORT DRIVES AND DOES NOT WARM UP COMPLETELY. SINCE THEN I HAVE

LEARNED THAT ALL CRVS WITH THE 1.5 LITER TURBOCHARGED ENGINE HAVE BEEN RECALLED IN CHINA FOR THE SAME PROBLEM.

NHTSA ID Number: 11080313

Date of Incident: 03/19/2018

Consumer Location: HILLSBORO, OR

Vehicle Identification No. (VIN): 2HKRW2H57HH* * *

SUMMARY:

I CHECKED THE LEVEL OF THE OIL ON THE DIPSTICK AND THE LEVEL SHOWS AS BEING HIGH, PAST THE 'FULL' REFERENCE POINT WITH A FEW MILLIMETERS. ALSO, THE OIL HAS A STRONG GAS ODOR. THE MILEAGE ON THE ENGINE IS 8454, AND THE FIRST OIL CHANGE WAS PERFORMED AT 6547 MILES, 2 MONTHS AGO.

NHTSA ID Number: 11098691

Date of Incident: 04/06/2018

Consumer Location: PLAINVIEW, MN

Vehicle Identification No. (VIN): 5J6RW2H51HL* * * *

SUMMARY:

DURING THE FIRST OIL CHANGE WE REMOVED OVER 5 QUARTS OF LIQUID. THE OWNERS MANUAL STATES THAT THE CAR HOLDS ONLY 3.7 QUARTS OF OIL. WE CONTACTED THE DEALERSHIP WE BOUGHT IT FROM AND THEY INFORMED US THAT THIS IS A KNOWN ISSUE FOR THE 2017 HONDA CR-V. GAS IS GETTING INTO THE OIL. I AM NOW GETTING FREE OIL CHANGES, THEY STATED I SHOULD COME IN FOR AN OIL CHANGE WHENEVER THE LIQUID RISES ABOVE THE FILL LINE ON THE DIPSTICK. I HAVE MANAGED TO GET AN OIL CHANGE EVERY 7010 DAYS SINCE APRIL 12, 2018. THE LAST OIL CHANGE I HAD THERE WAS AT LEAST 1 QUART OF GAS IN THE OIL DRAINED OUT OF THE RESERVOIR. THAT WAS 10 DAYS AFTER THE LAST OIL CHANGE. I HAVE CONTACTED HONDA NUMEROUS TIMES AND THE ONE TIME I ACTUALLY TALKED TO MY CASE MANAGER SHE TOLD ME THAT IT WAS NORMAL OPERATION AND HONDA IS NOT CONSIDERING THIS AN ISSUE. EVERYTHING I HAVE READ SO FAR STATES THAT EXCESS GAS IN THE OIL IS AN ISSUE AND VERY BAD FOR THE ENGINE. I AM CONCERNED THAT

MOST CONSUMERS WHO PURCHASED A 2017 HONDA CR-V ARE NOT AWARE OF THIS ISSUE.

NHTSA ID Number: 11096603

Incident Date April 17, 2018

Consumer Location SUPERIOR, CO

Vehicle Identification Number 2HKRW2H89HH* * * *

Summary of Complaint

I BOUGHT THIS 2017 CRV EXL-NAV AWD IN 05/2017. WE DID THE FIRST MAINTENANCE ON MARCH 17 TO CHANGE OIL AT 8000 MILES. THERE IS OIL LEAKAGE, I WILL TALK THIS ON ANOTHER COMPLAINT. I HEARD THAT THERE IS OIL EXCESSIVE PROBLEM ON THIS 1.5T ENGINE, SO I CHECKED THE ENGINE OIL LEVEL AT ABOUT 8800 MILES AND FOUND THAT THE OIL LEVEL IS MORE THAN 10MM HIGHER THAN THE MAXIMUM MARK ON THE LIPSTICK. I BROUGHT THE CAR TO DEALER AND THEY SAID IT IS FINE. I AM VERY UPSET WITH THEIR ANSWER. I HAVE ATTACHED THE PHOTO, THE OIL LEVEL IS EXCEEDING THE ORANGE PLASTIC TO THE METAL PART. ACTUALLY CRV HAS BEEN STOPPED FOR SALE IN CHINA FOR 2 MONTHS UNTIL HONDA INITIATE A RECALL AND EXTEND THE WARRANTY TO 6 YEARS. RELIABILITY IS THE MAIN REASON I BOUGHT HONDA, NOW I AM SO DISAPPOINTED. WILL NOT CONSIDER ANY HONDA UNLESS THEY OFFER A SATISFACTORY SOLUTION.

NHTSA ID Number: 11092048

Incident Date May 2, 2018

Consumer Location NASHVILLE, TN

Vehicle Identification Number 2HKRW2H51HH****

Summary of Complaint

MY NEW 2017 HONDA CRV EX THAT ONLY HAS 6850 MILES DRIVEN ON IT HAS A TERRIBLE DEFECT WITH OIL DILUTION ISSUES DUE TO FUEL LEAKING INTO THE OIL PANS CAUSING OVERFLOW AND DILUTION TO THE OIL THAT IS SUPPOSED TO BE LUBRICATING THE ENGINE. THE OIL SMELLS VERY POTENT OF FUEL AND ALMOST 1 QUART OF EXTRA FLUID WAS DRAINED FROM THE OIL PAN WHEN TAKEN INTO THE DEALER AFTER REPORTING THE ISSUE. THE DEALER AGREED THAT THERE WAS A MAJOR

ISSUE WITH FUEL DILUTING INTO THE OIL BUT WERE TOLD BY THE HONDA CORPORATE TECH LINE THAT THEY WERE TO JUST REPLACE THE OIL UNTIL A FIX COMES OUT. THE DEALER TECHNICIANS ASKED ABOUT CHANGING THE FUEL INJECTORS OR MAYBE A CYLINDER HEAD REPLACEMENT BUT WERE TOLD NOT TO DO ANYTHING. IT IS NOT SAFE TO RELEASE THESE CARS BACK TO THE OWNER KNOWING THERE IS AN DEFECT ISSUE THAT THEY DIDN'T EVEN REALLY ATTEMPT TO FIX THAT IS CAUSING INTERNAL ENGINE PARTS TO BREAK DOWN FASTER THAN NORMAL AND COULD CAUSE SERIOUS SAFETY CONCERNS DUE TO EVENTUAL BREAKDOWNS LEADING TO WRECKS. THE COMPANIES "FIX" IS TO GO IN FOR AN OIL CHANGE EVERY 500-1000 MILES EVEN THOUGH EXCESSIVE FUEL IS STILL MIXING WITH THE OIL. HONDA HAS REPORTED THAT THIS IS HAPPENING IN COLDER CLIMATES, BUT I AM STILL HAVING MAJOR ISSUES WITH THIS IN TENNESSEE WEATHER.

NHTSA ID Number: 11090588

Incident Date May 4, 2018

Consumer Location DULUTH, MN

Vehicle Identification Number 5J6RW2H89HL****

Summary of Complaint

2017 HONDA CRV. CONSUMER WRITES IN REGARDS TO DAMAGE TO THE ENGINE. *LD

THE CONSUMER WAS ADVISED THAT GASOLINE WAS MIXING WITH ENGINE OIL. *JS

NHTSA ID Number: 11093050

Incident Date May 9, 2018

Consumer Location KENMORE, NY

Vehicle Identification Number 5J6RW2H84HL****

Summary of Complaint

2017 HONDA CRV. CONSUMER WRITES IN REGARDS TO OIL DILUTION AND GAS FUME PROBLEM. *LD

NHTSA ID Number: 11098362

Incident Date May 21, 2018

Consumer Location VACAVILLE, CA

Vehicle Identification Number 5J6RW1H88HL****

Summary of Complaint

I HEARD THAT THERE IS OIL LEVEL INCREASE PROBLEM ON THIS MAKE, MODEL, AND YEAR'S ENGINE BECAUSE OF FUEL LEAK, SO I CHECKED THE ENGINE OIL LEVEL A FEW HUNDRED MILES AFTER CHANGING THE OIL AND FOUND THAT THE OIL LEVEL IS MUCH HIGHER THAN THE MAXIMUM MARK ON THE DIPSTICK. I BROUGHT THE CAR TO DEALER PREVIOUSLY, COMPLAINING OF A SMELL OF GAS IN THE OIL WHEN I CHECKED IT INITIALLY, AND THEY SAID IT IS FINE, THAT NOTHING IS WRONG. BOTH TIMES OF CHECKING THE OIL, THE CAR WAS IN MY GARAGE, STATIONARY, ON LEVEL GROUND.

NHTSA ID Number: 11098343

Incident Date May 26, 2018

Consumer Location SEATTLE, WA

Vehicle Identification Number 5J6RW2H97HL* * * *

Summary of Complaint

THERE IS CERTAINLY AN EXCESS AMOUNT OF GAS MIXED IN ENGINE OIL. ONLY FEW WEEKS AFTER OIL CHANGE, THE OIL LEVEL IS ALREADY 20 MM ABOVE THE MAX LINE. IT'S CERTAINLY A DESIGN FLAW AND I THINK HONDA SHOULD BE RESPONSIBLE FOR THIS MISTAKE AND THE CUSTOMERS. IT'S HUGE SAFETY CONCERN AND HOPE THE RELEVANT RESOURCES CAN TAKE ACTION TO INVESTIGATE THIS ISSUE.

NHTSA ID Number: 11098520

Date of Incident: 05/29/2018

Consumer Location: CAMDEN, AR

Vehicle Identification No. (VIN): 5J6RM3H3XGL* * * *

SUMMARY:

OIL ISSUE..THERE SEEMS TO BE A RECALL ON HONDA VEHICLES IN CHINA DUE TO GASOLINE FLOWING INTO THE OIL..MY SON WAS CHECKING THE OIL AND IT SMELLS LIKE GAS...I HOPE THIS DOES NOT CASE A FIRE HAZARD AS MY OIL NOW HAS BECOME GASOLINE. YET NO RECALL IN AMERICA WHY?

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 103 and therefore denies the same. AHM states the excerpts referenced in Paragraph 103 speaks for themselves and to the extent the allegations in Paragraph 103 vary therewith, AHM denies the same. AHM denies the remaining allegations in this paragraph.

104. Additionally, the following are some examples of the many complaints submitted to ODI by Honda Civic owners.

NHTSA ID Number: 11090346

Date of Incident: 02/13/2018

Consumer Location: JACKSONVILLE, FL

Vehicle Identification No. (VIN): 19XFC1F3OHE* * * *

SUMMARY:

2016 NEW HONDA CIVIC 2.0 ENGINE OIL LEAKING !!! 2017 NEW HONDA CIVIC 1.5T ENGINE OIL INCREASED 13 MM THE SAME STATION 2017. NEW HONDA CIVIC WIPERS BROKEN , REVERSING RADAR BROKEN INCREASED OIL 13MM IS NOT A MALFUNCTION! ENGINE OIL INCREASED, REPAIRED TWICE, NOT REPAIRED, HONDA SAID NO WAY

NHTSA ID Number: 11083635

Date of Incident: 04/06/2018

Consumer Location: SCHWENKSVILLE, PA

Vehicle Identification No. (VIN): 19XFC1F98HE* * * *

SUMMARY:

I HAVE A 2017 HONDA CIVIC WITH THE 1.5 LITER TURBO. I STARTED SEEING LOTS OF INFORMATION ON THE CIVIC FORUM ABOUT OIL DILUTION SO I DECIDED TO HAVE MY ENGINE OIL ANALYZED. THE REPORT CAME BACK SAYING THAT THE AMOUNT OF FUEL IN MY OIL WAS GREATER THAN 5% WHICH WAS DEEMED CRITICAL . THIS CONDITION WILL CAUSE ENGINE FAILURE AND POSSIBLE UNSAFE CONDITIONS.

NHTSA ID Number: 11448731

Incident Date January 20, 2022

Complaint Date January 24, 2022

Consumer Location IRONWOOD, MI

Vehicle Identification Number 5J6RW2H50KL****

Summary of Complaint

Gas was getting into the crankcase, mixing with the oil so that the CRV would not operate. The warning lights did not come on until it was too late. It had to be towed.

NHTSA ID Number: 11437998

Incident Date August 28, 2021

Complaint Date October 2021

Consumer Location REDMOND, WA

Vehicle Identification Number 2HKRW2H81JH****

Summary of Complaint

Vehicle stalled when accelerating to overtake another vehicle. No errors/warnings, displays were working but speed suddenly dropped and does not increase no matter what. It was scary. Luckily I was able to come back to a shoulder lane and stop the vehicle. Vehicle ran normally after powering off and starting again. I've been driving the vehicle for couple of hours on freeway by then. This happened 4 times over the summer. Dealers are asking for \$200 to diagnose but not promising that they will be able to find the problem since the issue does not happen consistently. I suspect it is due to oil dilution problem for which Honda performed repair last year.

NHTSA ID Number: 11419506

Incident Date May 29, 2021

Complaint Date June 3, 2021

Consumer Location MILFORD, DE

Vehicle Identification Number 2HKRW1H58LH****

Summary of Complaint

had the very first oil change for my new 2020 Honda CRV at approx 6200 miles and was told there was gasoline mixed in with my oil. the shop brought out a sample and you could smell the gas. took to a Honda dealer and they did not find any problems. oil change was NOT done at a Honda dealer. was told by the shop that performed oil change that they have seen this problem with other Honda motors

NHTSA ID Number: 11419223

Incident Date February 16, 2021

Complaint Date June 1, 2021

Consumer Location HUNTSVILLE, AL

Vehicle Identification Number SHHFK7H86L* * * *

Summary of Complaint

The contact owns a 2020 Honda Civic. The contact stated while inspecting and changing the oil, he noticed an excessive gasoline smell within the oil. The vehicle was taken to the dealer where it was diagnosed, the dealer stated gas in the oil is normal and to bring the car back after driving around a thousand miles. The mechanic changed the oil. The vehicle was not repaired. The failure recurred. The vehicle was taken to the dealer to be diagnosed. The technician informed the contact that he would need to speak with the manufacturer for a further option for the repair. The manufacturer was contacted by the technician and was informed that the VIN was not under recall and that the vehicle was performing as designed. The contact stated that the vehicle had experienced the oil dilution failure. The contact referenced NHTSA Campaign Number: 21V215000 (Fuel System, Gasoline) as a possible solution to the failure however, the yin was not included. The manufacturer was notified of the failure and provided a case number 12258099 for the Vin [XXXXXX]. The mechanic confirmed oil level to be slightly elevated 12-14MM above full mark, tech contacted tech line re#4404999. Manufacturer stated within normal operating standards. The vehicle was not repaired. The failure mileage was approximate 11,000. INFORMATION Redacted PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)."

NHTSA ID Number: 11413815

Incident Date January 13, 2019

Complaint Date April 25, 2021

Consumer Location HOMOSASSA, FL

Vehicle Identification Number 5J6RW1H51JL****

Summary of Complaint

I PURCHASED MY 2018 HONDA CR-V EX 2WD IN FLORIDA APRIL 2018. I HAVE APPROXIMATELY 15,000 MILES ON IT NOW. I TRAVEL THROUGH INDIANA AND OHIO DURING THE YEAR, INCLUDING WINTER MONTHS. I HAVE SMELLED GASOLINE FUMES IN THE CAR AND HAVE SMELLED GASOLINE IN THE OIL ESPECIALLY IN WINTER MONTHS WHEN I AM TRAVELING NORTH. I CALLED HONDA CORP ABOUT THE OIL DILUTION PROBLEM AND THE TSB 18-114 AND TSB 18-124 THAT WERE ADDRESSED TO FIX THE PROBLEM. THEY TOLD ME THAT IT ONLY COVERS NORTHERN STATES. I EXPLAINED THAT I TRAVEL THROUGH NORTHERN STATES DURING THE YEAR AND HAVE EXPERIENCED GASOLINE FUMES IN THE CABIN AND ALSO IN THE OIL. THEY TOLD ME TO TAKE IT IN TO A DEALER WHEN I AM IN INDIANA AND OHIO DURING THE WINTER. THE PROBLEM WITH THAT IS I AM AT WORK AND UNABLE TO TAKE THE TIME OFF TO GO TO A DEALER, NOT UNTIL I GET HOME TO FLORIDA AND THEN THE PROBLEM APPEARS TO BE GONE. SO I AM ONLY REQUESTING THAT TSB 18-114 AND 18-124 BE APPLIED TO MY VEHICLE ALSO. THE "FIX" TO OIL DILUTION SHOULD NOT JUST BE APPLIED TO NORTHERN STATES WHEN MANY OF US TRAVEL THROUGH NORTHERN STATES IN THE WINTER. I AM GOING TO PURSUE THIS IF I DON'T HEAR BACK FROM HONDA CORP AFTER THEIR PREVIOUS CALL TO ME DID NOT DO ANYTHING TO ADDRESS MY PROBLEM. I JUST WANT THE TSB'S APPLIED TO MY VEHICLE.

NHTSA ID Number: 11405237

Incident Date February 17, 2021

Complaint Date March 28, 2021

Consumer Location ORLANDO, FL

Vehicle Identification Number JHMZC5F18JC****

Summary of Complaint

WHILE I WAS CHECKING THE ENGINE OIL LEVEL, I SMELLED A STRONG GASOLINE ODOR. SINCE THIS PARTICULAR ENGINE HAS A KNOWN OIL DILUTION PROBLEM I HAD OIL ANALYSIS DONE AND THE RESULTS CAME BACK INDICATING THAT THERE IS A SIGNIFICANT LEVEL OF FUEL IN THE OIL WHICH CAN DAMAGE THE INTERNAL COMPONENTS OF THE ENGINE AND EVENTUALLY RESULT IN AN ENGINE FAILURE. I CALLED HONDA CORPORATE OFFICE TO REGISTER THE ISSUE AND ON FEB 24TH, I HAD MY OIL SAMPLED. I RECEIVED THE RESULTS ON MARCH 3RD AND IMMEDIATELY CALLED HONDA THE SAME DAY TO SHARE THE ANALYSIS. I HAVE NOT RECEIVED ANY RECOURSE AS OF YET AND PENDING A RESPONSE.

NHTSA ID Number: 11402938

Incident Date March 14, 2021

Complaint Date March 14, 2021

Consumer Location BRONX, NY

Vehicle Identification Number 2HKRW2H56MH****

Summary of Complaint

OIL LEVEL RAISED UP TO ABOVE THE UPPER MARK ON DIP STICK AND SMELL GASOLINE. THIS VEHICLE HAS BEEN OFF AND SITTING MORE THAN A FEW HOURS ON LEVEL GROUND.

NHTSA ID Number: 11399032 Incident Date January 7, 2021

Complaint Date March 3, 2021

Consumer Location CARROLLTON, VA

Vehicle Identification Number 7FARW1H94KE****

Summary of Complaint

2019 HONDA CRV. I HAVE NOTICED THAT MY OIL HAS AN AMOUNT OF GAS OVER 5% TWICE BY ANALYSIS. I AM WORRIED ABOUT THE PROBLEM OF OIL DILUTION THAT HONDA CRV'S (MODEL YEAR 2017 & 2018) HAVE HAD. I FEAR THAT I WILL HAVE PREMATURE ENGINE DAMAGE AND MORE IMPORTANT LOSS OF POWER OR STALLING ON THE HIGHWAY AS THE 1.5 LITER DIRECT INJECTION HONDA CRV ENGINES HAVE EXPERIENCED.

NHTSA ID Number: 11398662

Incident Date March 1, 2021

Complaint Date March 2, 2021

Consumer Location ANIWA, WI

Vehicle Identification Number 1HGCV2F33JA****

Summary of Complaint

2018 HONDA ACCORD SEDAN 2.0 TURBO SPORT. 47,000 MILES ON ODOMETER. FUEL IS MIXING WITH ENGINE OIL UNDER NORMAL DRIVING CONDITIONS. CURRENTLY 5K INTO LAST OIL CHANGE AND THERE IS A STRONG ODOR OF GASOLINE PRESENT ON THE ENGINE OIL DIPSTICK ALONG WITH AN ODOR OF GASOLINE INSIDE THE VEHICLE ESPECIALLY WHEN THE DEFROSTER OR HEAT IS TURNED ON.

NHTSA ID Number: 11396928

Incident Date February 18, 2021

Complaint Date February 19, 2021

Consumer Location BOLINGBROOK, IL

Vehicle Identification Number 1HGCV1F12LA****

Summary of Complaint

HAD OIL CHANGE SERVICE MANAGER SAID TECH CHANGING OIL NOTICED A STRONG SMELL OF GASOLINE IN OIL . MANAGER SAID YOU HAVE GAS IN YOUR OIL.

NHTSA ID Number: 11394304

Incident Date January 15, 2021

Complaint Date February 2, 2021

Consumer Location MUSCATINE, IA

Vehicle Identification Number 2HKRW2H8OLH****

Summary of Complaint

CRANKCASE FUEL/ OIL DILUTION PROBLEM ON HONDA 1.5L DIRECT FUEL INJECTED, TURBO ENGINE. UPON THE FIRST OIL CHANGE ON OUR 2020

HONDA CR-V EXL AT ABOUT 6300 MILES WE FOUND THE OIL LEVEL IN THE CRANKCASE TO BE OVERFULL BY APPROXIMATELY 1 PINT. THE OIL SMELLED FAINTLY OF GASOLINE AND APPEARED THINNER THAN NORMAL. SEE ATTACHED PICTURE. WE LIVE IN A TOWN OF 22,000. MOST TRIPS AROUND TOWN ARE 2 MILES EACH WAY AT MOST, WHICH ACCORDING TO HONDA IS PART OF THE PROBLEM AS THE ENGINE DOES NOT RUN AT NORMAL OPERATING TEMPERATURE LONG ENOUGH TO EVAPORATE FUEL IN THE CRANKCASE. WE DO TAKE OCCASIONAL TRIPS OF AN HOUR OR MORE EACH DIRECTION. HONDA SAYS THIS PROBLEM IS MADE WORSE BY COLD CLIMATES, HOWEVER, OUR WINTER WHERE WE LIVE HAD BEEN VERY MILD COMPARED TO MOST WINTERS WHEN OUR OIL WAS CHANGED. MOST DAYS THE OUTSIDE AIR TEMP HAD BEEN IN THE 30'S TO LOW 40'S. I'VE BEEN TOLD BY MY HONDA DEALER'S SERVICE MANAGER THIS IS A COMMON PROBLEM AND HONDA HAS NO FIX FOR THIS PROBLEM. I AM CONCERNED ABOUT HAVING PROPER OIL VISCOSITY. IF THE OIL LEVEL IN OUR HONDA ENGINE CRANKCASE WAS A PINT OVER FULL, THAT WOULD BE EQUIVALENT TO A 13% FUEL CONTENT SINCE THE ENGINE ONLY HOLDS 3.7 QUARTS OF OIL. THAT SEEMS EXCESSIVE AND VISCOSITY HAS TO SUFFER ALLOWING EXCESSIVE ENGINE WEAR. HONDA SAYS IT WILL BE FINE. I HAVE WRITTEN TO HONDA CORP. ABOUT THIS PROBLEM AND HAVE NOT RECEIVED A REPLY.

NHTSA ID Number: 11386870

Incident Date January 31, 2020

Complaint Date January 6, 2021

Consumer Location SAN RAMON, CA

Vehicle Identification Number 1HGCV1F97JA****

Summary of Complaint

THE CAR HAD A STRONG SMELL OF FUEL IN CABIN WHEN STARTING ON VARIOUS OCCASSIONS. THE CAR ALSO TEMPORARILY STALLED AND LOST POWER WHEN COMING TO A CORNER TURNING AND ALSO THREE TIMES WHEN COMING OFF THE FREEWAY. THE CAR WAS ALWAYS WARMED UP AND IN CALIFORNIA DURING THE WARM WEATHER. DEALER NOTED FUEL SMELL IN OIL AND INCREASED OIL LEVEL. HAD OIL CHANGED AND WAS TOLD A FIX WAS COMING SOON. TOOK CAR IN TO DEALER MONTHS LATER FOR A RECALL, A BCM RECALL AND AGAIN I TOLD THEM THAT THE OIL SMELLED OF FUEL AFTER 500 MILES SINCE OIL CHANGE. WAITING FOR MANAGER TO CALL ME BACK WITH UPDATE ON FIX. IT IS A 2018 HONDA

ACCORD 1.5 LITR TURBO. 26,000 MILES ON MOTOR. I BOUGHT THE CAR FROM THE DEALER IN JANUARY 2020.

NHTSA ID Number: 11377796

Incident Date August 7, 2020

Complaint Date December 3, 2020

Consumer Location SHINNSTON, WV

Vehicle Identification Number 2HKRW2H22LH* * * *

Summary of Complaint

TL* THE CONTACT OWNS A 2020 HONDA CR-V. THE VEHICLE BEGAN TO EMIT A FUEL LIKE ODOR INSIDE THE VEHICLE. THE FAILURE ONLY OCCURRED WHILE THE VEHICLE SAT IDLE. THE VEHICLE WAS TAKEN TO URSE HONDA (772 BARNETTS RUN RD, BRIDGEPORT, WV 26330; (304) 842-5600) WHO STATED THEY WERE UNABLE TO RECREATE THE FAILURE AND THEREFORE WERE NOT ABLE TO DIAGNOSE THE VEHICLE. THE FAILURE RECURRED. THE CONTACT HAD TAKEN THE VEHICLE TO THE SAME DEALER THREE TIMES HOWEVER, THE INSPECTION RESULTS WERE THE SAME. THE VEHICLE HAD NOT BEEN REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND SUGGESTED THE CONTACT GO TO ANOTHER DEALER FOR A SECOND OPINION. THE APPROXIMATE FAILURE MILEAGE WAS 2,000.*DT*JB
*JS

NHTSA ID Number: 11374749

Incident Date November 14, 2020

Complaint Date November 15, 2020

Consumer Location STAFFORD, VA

Vehicle Identification Number 1HGCV1F39JA****

Summary of Complaint

PURCHASED IN MAY 2019. CURRENTLY < 50,000 MILES. ALL SERVICE PERFORMED AT HONDA DEALERSHIP. SEVERAL WEEKS AGO BEGAN TO NOTICE GASOLINE SMELL IN THE CABIN WHILE DRIVING. DIDN'T THINK MUCH OF IT, THOUGH IT WAS COMING FROM THE OUTSIDE/OTHER VEHICLES. CHECK ENGINE LIGHT CAME ON LAST WEEK. TOOK THE VEHICLE TO THE DEALERSHIP FOR SERVICE, WAS TOLD THE FUEL INJECTOR

NEEDS TO BE REPLACED, CYLINDER 3 ISSUE. LAST RESORT WAS TO DO A FUEL INJECTOR CLEANING SERVICE, HAD THAT DONE. TWO DAYS LATER, WHILE DRIVING 70 MPH ON THE HIGHWAY, THE VEHICLE WOULD NO LONGER ACCELERATE. IMMEDIATELY PULLED OVER WITHOUT INCIDENT BUT COULD HAVE BEEN VERY BAD. I AM NOT CONVINCED THE FUEL PUMP PROBLEMS THAT REQUIRED A RECALL FOR MANY 2018 ACCORDS WITH 2.0T ENGINES ARE NOT ALSO IMPACTING 1.5T ENGINES.

NHTSA ID Number: 11373891

Incident Date September 1, 2020

Complaint Date November 9, 2020

Consumer Location WALLINGFORD, CT

Vehicle Identification Number 2HKRW2H5XLH* * * *

Summary of Complaint

THE CABIN OF MY CRV SMELLS NAUSEATINGLY LIKE GASOLINE CAUSING SEVERE HEADACHES. IT HAPPENS WHILE THE ENGINE IS RUNNING AT LOW AND HIGH SPEEDS, AND ALSO WHEN THE ENGINE IS NOT RUNNING. MY VEHICLE HAS LESS THAN 4000 MILES ON IT. I THOUGHT THIS PROBLEM WAS FIXED IN THE 2020 MODELS.

NHTSA ID Number: 11354164

Incident Date September 9, 2020

Complaint Date September 10, 2020

Consumer Location EDWARDSBURG, MI

Vehicle Identification Number 7FARW2H94JE****

Summary of Complaint

ON TWO OCCASIONS THE ENGINE LOST POWER AND THERE WAS A STRONG SMELL OF GASOLINE INSIDE THE CAR. THE VEHICLE WAS IN FORWARD MOTION ON A BUSY HIGHWAY. THIS OCCURRED ON TWO OCCASIONS WITHIN THE PAST TWO WEEKS. SYMPTOMS ARE INDICATIVE OF AN ABNORMAL OIL DILUTION PROBLEM WITH THIS VEHICLE.

NHTSA ID Number: 11341984

Incident Date February 10, 2019

Complaint Date July 29, 2020

Consumer Location FAIR LAWN, NJ

Vehicle Identification Number 1HGCV1F17JA****

Summary of Complaint

FUEL IS LEAKING INTO ENGINE OIL. MY MECHANIC SAID HE CAN SMELL THE FUEL IN THE OIL WHEN CHANGING OIL. ALSO THE OIL LEVEL INCREASES WHEN CHECKING OIL LEVEL OVER TIME. THIS OCCURS WHILE CAR IS IN MOTION.

NHTSA ID Number: 11330807

Incident Date June 24, 2020

Complaint Day June 25, 2020

Consumer Location Unknown

Vehicle Identification Number 7FARW2H96KE****

Summary of Complaint

WE WERE DRIVING ON A STRAIGHT SECTION OF ROAD AT 80MPH ON I-24 E WHEN THE ENGINE LIGHT CAME ON AND WE LOST POWER TO THE WHEELS BUT THE ENGINE WAS STILL RUNNING. THERE WAS NO JERKING MOTION OR ANY SIGN OF TROUBLE WHEN THIS HAPPENED. WE HAD TO COAST IN HEAVY TRAFFIC WITH SEMI-TRUCKS ALL AROUND US TO GET TO THE RIGHT HAND SHOULDER FOR A SAFE PLACE. HONDA'S REPLY TO THE DEALER WAS TO CHANGE THE OIL OUT IF THERE WAS GAS IN THE OIL. THERE WAS GAS IN THE OIL WHEN THE DEALER CHECKED SO THEY REPLACED THE OIL. NO OTHER FIX WAS SUGGESTED BY HONDA TO THE DEALER EVEN THOUGH THIS PROBLEM WAS SUPPOSED TO BE FIXED FOR THE 2019 MODELS AS IT HAD INITIATED FIELD REPAIRS FOR THE 2017 & 2018 MODELS. THE FIX WAS SUPPOSED TO BE IMPLEMENTED AT THE ASSEMBLY PLANTS BEFORE THE 2019 MODELS WERE SOLD. *TR

NHTSA ID Number: 11327256

Incident Date May 30, 2020

Complaint Date June 4, 2020

Consumer Location LINCOLN, IL

Vehicle Identification Number 5J6RW2H59KL****

Summary of Complaint

GASOLINE IN OIL (OIL DILUTION). *TR

NHTSA ID Number: 11323047

Incident Date April 30, 2020

Complaint Date May 2, 2020

Consumer Location GALESVILLE, WI

Vehicle Identification Number 2HKRW2H84KH****

Summary of Complaint

GASOLINE IS GETTING INTO THE OIL. JUST AS IT HAS BEEN REPORTED IN THE 2017 AND 18 MODELS, 1.5 LITER TURBO CHARGED ENGINE. I HAVE HEARD THAT THE 2020 MODEL HAS THE GASOLINE OIL DILUTION PROBLEM ALSO. THIS ISSUE WAS IDENTIFIED ON THE FIRST OIL CHANGE. WE WERE ASKING BY THE DEALER TO GET THE OIL LEVEL CHECKED EVERY 1000 MILES, WE JUST HAD THAT HAPPEN AND THE OIL LEVEL WAS RECORDED AS SLIGHTLY HIGH. IT SMELLS OF GASOLINE. THE DEALER TOLD US HONDA IS WORKING ON A SOLUTION. IN THE MEANTIME OUR ENGINE IS MAKING METAL AND IT'S LIFE IS GETTING SHORTER AND SHORTER. LACK OF LUBRICATION. PURCHASED CR-V NEW 9/4/19, LAST OIL LEVEL CHECK WAS 4/30/20.

NHTSA ID Number: 11322951

Incident Date February 1, 2019

Complaint Date May 1, 2020

Consumer Location SCHAUMBURG, IL

Vehicle Identification Number 7FARW2H59JE****

Summary of Complaint

TL* THE CONTACT OWNS A 2018 HONDA CR-V. THE CONTACT STATED THAT THAT GASOLINE LEAKED INTO THE ENGINE OIL AND CAUSED ENGINE OIL

DILUTION. THE CONTACT STATED THAT THERE WAS EVIDENCE OF GASOLINE ON THE DIPSTICK. THE VEHICLE WAS TAKEN TO HONDA MOTOR WORK (1475 SOUTH BARRINGTON ROAD, BARRINGTON, IL 60010, (847)-381-8900), WHERE THE CONTACT WAS INFORMED TO MONITOR THE OIL LEVEL AND TO HAVE THE VEHICLE INSPECTED EVERY 1,000 MILES. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS INFORMED OF THE FAILURE. THE FAILURE MILEAGE WAS 12,000.

NHTSA ID Number: 11322907

Incident Date April 11, 2020

Complaint Date April 30, 2020

Consumer Location ROCHESTER, MN

Vehicle Identification Number 5J6RW2H57KA****

Summary of Complaint

DEVELOPED OIL DILUTION PROBLEM, TO THE POINT WHERE IT DAMAGED MY SPARK PLUGS AND THE ENGINE HAD TROUBLE RUNNING, HAD TO BE TOWED TO DEALERSHIP. CAUSE SMOKING UNDER THE HOOD AND SHAKINESS IN THE MIDDLE OF DRIVING, WHEEL LOCKED UP AND I COULDN'T STEER, ALL WARNING LIGHTS CAME ON THE DASH TOGETHER, NOT SAFE AT ALL.

NHTSA ID Number: 11322203

Incident Date November 9, 2019

Complaint Date April 24, 2020

Consumer Location DOVER, DE

Vehicle Identification Number 7FARW2H81KE****

Summary of Complaint

2,790 MILES. GAS FUMES IN THE CABIN OF NEWLY PURCHASED 2019 HONDA CR-V AND ON THE OUTSIDE OF CAR NEAR FRONT OF CAR. ON 02/03/2020, I TOOK THE CAR TO HONDA'S SERVICE CENTER WHERE THEY PERFORMED A MULTI-POINT INSPECTION(VISUAL INSPECTION). THEY RAN THE CAR IN THE GARAGE FOR 45 MINUTES BUT WERE UNABLE TO DUPLICATE THE PROBLEM AND THE SMELL COULD NOT BE NOTICED INSIDE THE CAB, AROUND THE FUEL TANK OR UNDER THE HOOD. BUT THEY DID SAY, THE

OIL HAD A FUEL SMELL. I FOUND THIS IS A KNOWN OIL DILUTION PROBLEM THAT HAS BEEN FOUND IN 2018 AND 2017 MODELS AND THAT IT WAS TO BE CORRECTED FOR 2019. HONDA IS AWARE THIS IS STILL AN ISSUE BUT SAY THEY CANNOT DUPLICATE THE ISSUE SO THEY DO NOTHING. I HAVE RESPIRATORY PROBLEMS AND VERY SENSITIVE TO CERTAIN ODORS AND FUMES, AND WHEN I DRIVE THE CAR I HAVE TO HAVE THE MOON ROOF OPEN AND THE WINDOWS CRACKED. IT CAUSES DISCOMFORT IN MY CHEST AND AIR PASSAGE. I CALLED HONDA CUSTOMER SERVICE SEVERAL TIMES AND OPENED A CASE. IT WAS ASSIGNED TO A CASE MANAGER WHO SAID HE WOULD LOOK INTO IT AND CALL ME BACK IN A COUPLE OF DAYS, THAT WAS 2 MONTHS AGO. HE NEVER CALLED. I CALLED THEM AGAIN 4/20/2020 AND WAS TOLD I CAN GET A SECOND OPINION AT ANOTHER HONDA SERVICE CENTER, BUT IF THE RESULTS ARE THE SAME THERE IS NOTHING THEY CAN DO. HONDA KNOWS THIS IS AN ISSUE THAT HAS NOT BEEN CORRECTED FOR THE 2019 AND REFUSES TO DO ANYTHING. THIS CAR IS A HAZARD FOR THOSE WITH HEALTH ISSUES, SMALL CHILDREN AND FOR ANYONE BREATHING IN THESE FUMES. I AM A SENIOR CITIZEN WHO BOUGHT THIS CAR BASED ON GOOD REVIEWS BECAUSE I WANTED A GOOD CAR THAT WOULD POSSIBILITY BE THE LAST CAR I HAD TO PURCHASE AND IT MAY BE, BUT NOT FOR THE REASONS I HOPED. WHEN SOMEONE PURCHASES A BRAND NEW CAR WITH A 5 YEAR CAR NOTE, THE LEAST THEY SHOULD BE ABLE TO EXPECT IS THE ABILITY TO DRIVE THE CAR WITHOUT FEELING THEY ARE PUTTING THEIR LIFE IN JEOPARDY. HONDA IS AWFUL AND SHAMEFUL.

NHTSA ID Number: 11320909

Incident Date February 21, 2020

Complaint Date April 12, 2020

Consumer Location DULUTH, MN

Vehicle Identification Number 5J6RW2H86KL****

Summary of Complaint

PROBLEM: FUEL GETTING INTO OIL TRANSFER CASE AND CONTAMINATING/DILUTING THE OIL. WE PURCHASED A 2019 HONDA CR-V EX-L ON 10/31/19. I HAD DONE SOME RESEARCH ON THIS PROBLEM SINCE IT HAD BEEN REPORTED WITH THE 2017-2018 MODELS WITH THE SAME 1.5 TURBO ENGINE. I BROUGHT IT TO THE DEALER'S ATTENTION BEFORE WE BOUGHT THE CAR AND WE WERE TOLD THAT HONDA HAD "FIXED THE PROBLEM AND THAT OUR VEHICLE HAD THE FIX". WE WERE PLANNING A

TRIP TO DALLAS, TX ON 02/22/20 AND PLANED TO DRIVE THERE FROM OUR HOME IN DULUTH, MN. IN PREPARING FOR THE TRIP, I CHECKED THE ENGINE OIL AND FOUND THAT THE OIL LEVEL WAS 1/2" ABOVE THE FULL MARK ON THE DIPSTICK, AND THE OIL WAS DARK AND SMELLED STRONGLY OF GASOLINE. THE CAR HAD 2407 MILES ON IT AT THIS TIME AND OBVIOUSLY HONDA HAD NOT FIXED THE PROBLEM. I TOOK THE CAR TO THE DEALER ON 02/21/20 WHERE I PURCHASED THE CAR AND HAD THEM CHECK THE OIL. THEY OBSERVED THE SAME ISSUES THAT I AM REPORTING. THEY STATED THAT HONDA KNOWS ABOUT THIS PROBLEM BUT HAS NOT YET ISSUED A RECALL. BUT THEY ALSO STATED THAT HONDA WAS NOT PROVIDING ANY EXPLANATION OR REMEDY OTHER THAN TO CHANGE THE OIL AT THE OWNER'S EXPENSE. MY DEALERSHIP, TO THEIR CREDIT, AGREED TO CHANGE THE OIL AND FILTER AT NO CHARGE TO ME. THE SERVICE MANAGER ALSO EXPLAINED WHY THE ISSUE IS OCCURRING AND ACKNOWLEDGED THAT HONDA MAY YET BE FORCED TO ISSUE A RECALL. HONDA HAS ALREADY OFFERED AN EXTENDED WARRANTY FOR THE 2017-18 MODELS AS THE RESULT OF A CLASS ACTION SUIT, BUT NOTHING IS BEING DONE FOR THE 2019 OR 2020 MODELS THAT HAVE THE SAME ENGINE AND SAME PROBLEM. I AM CONCERNED ABOUT PREMATURE ENGINE WEAR, DAMAGE, OR POTENTIAL OF FIRE OR EXPLOSION. DEALER REPAIR #122992, KRENZEN HONDA DULUTH, MN.

NHTSA ID Number: 11318160

Incident Date March 13, 2020

Complaint Date March 15, 2020

Consumer Location ANN ARBOR, MI

Vehicle Identification Number 2HKRW2H52LH* * * *

Summary of Complaint I AM EXPERIENCING THE ENGINE OIL DILUTION PROBLEM. I HAD THE OIL CHANGED AFTER LESS THAN 2000 MILES DRIVEN BECAUSE IT LOOKED LIKE SPENT OIL (DARK AND CLOUDY) AND SMELLED HEAVILY OF GASOLINE. TECHNICIANS AT HONDA ADVISED THAT I KEEP GETTING THE OIL CHANGED REGULARLY, BUT THAT THERE WAS NO FIX THAT THEY COULD MAKE TO THE OIL DILUTION PROBLEM.

NHTSA ID Number: 11317517

Incident Date March 9, 2020

Complaint Date March 11, 2020

Consumer Location OAK ISLAND, NC

Vehicle Identification Number 5J6RW1H81JL****

Summary of Complaint

STALLING WHILE DRIVING WHEN STOPPED THE FUEL LEVEL IS HIGH, KNOWN HONDA OIL DILUTION PROBLEM CHECKED BY EAST COAST HONDA MYRTLE BEACH S C THEY REPLACED THE FUEL INJECTORS PIPES AND OIL AGAIN FOR 3RD TIME. CONTINUALLY OVERFULL CRANKCAS. HONDA HAS AN OPEN CASE ALSO #10008784 AND DEALERSHIP IS WORKING ON THE SOLUTION BUT IT STILL EXISTS! I ALREADY HAVE A NHTSA CASE # 11277446 BUT I CAN NOT LOCATE IT AND TELEPHONE CLERK WAS SNOTTY ABOUT ME GIVING HER THE INFO AND ME ASKING FOR SPECIFIC INSTRUCTIONS.

NHTSA ID Number: 11315528

Incident Date March 1, 2020

Complaint Date March 2, 2020

Consumer Location CONWAY, SC

Vehicle Identification Number 5J6RW2H53JL****

Summary of Complaint

FROM THE DATE I PURCHASED (SO HONDA ALREADY KNEW OF PROBLEM) MY VEHICLE OIL IS BEING OVER FILLED (AND DILUTED) WITH GASOLINE. IT DILUTES AND OVERFILLS TO THE POINT OF PCV VALVE BURN OFF. NOW 33000 MILES ON AUTO, HONDA WANTS TO CHANGE INJECTORS TO "SEE" IF THIS SOLVES PROBLEM. ONE: IT'S HAPPENED SINCE NEW. INJECTORS OR DOUBTFULLY THE PROBLEM. TWO: 33000 MILES OF GAS/ OIL DILUTION HAS UNDOUBTEDLY CAUSED WEAR TO CRANK AND CYLINDERS. HOW IS INJECTORS BEING REPLACED GOING TO "SOLVE" THE WEAR THAT THEY HAVE ALLOWED, SINCE MY CONTINUED CONCERNS AT EVERY SINGLE OIL CHANGE FOR 33000 MILES WERE IGNORED? I HAVE READ THIS IS NOT AN UNCOMMON PROBLEM, BUT VERY COMMON WITH THIS ENGINE. ONE: WHY HAVEN'T THEY ADDRESSED MY CONCERNS FOR 33000 MILES? TWO: WITH A KNOWN PROBLEM, AND THE CUSTOMER COMPLAINING FROM THE START OF DILUTION, WHY HAVEN'T THEY ADDRESSED THE WEAR TO MY ENGINE? AN EXTENDED WARRANTY DOES NOT STOP THE DAMAGE CAUSED BY HONDA IGNORING MY COMPLAINTS FOR 33000 MILES TO START A REPAIR. NOTE, I HAVE ADDRESSED OVERFILLING WITH GASOLINE AT EVERY OIL CHANGE (GARAGE VISIT) TO THE POINT OF ARGUMENT JUST TO GET IT

DOCUMENTED THAT I RAISED THE ISSUE! IT DILUTES TO PCV VALVE BURNOFF BEFORE 1000 MILES (AS TESTED AND VERIFIED BY HONDA DEALERSHIP!) AND GOES FOR AT LEAST 5000 MILES BETWEEN OIL CHANGES. EVERY DAY MORE GAS AND OIL ARE BURNT THROUGH EXHAUST AS MORE GAS IS ADDED. I WILL COMPLY WITH THE INJECTOR "FIX" BY THE GARAGE, BUT WANT MY WEAR TO THE ENGINE ADDRESSED. THIS IS GROSS OVERFILLING AND DILUTION, KNOWN BY HONDA, AND SOLD TO ME ANYWAYS, WITH NO REPAIR AS OF YET TO WEAR. WHAT HAPPENS WHEN WARRANTY RUNS OUT AND THEY HAVE ALLOWED SUCH GROSS DILUTION AND WEAR? THEY ARE CLAIMING A "COLD CLIMATE" PROBLEM, BUT MY DOES IT IN THE HEAT OF THE SOUTH CAROLINA SUMMER! HONDA IS COVERING UP.

NHTSA ID Number: 11310622

Incident Date February 15, 2020

Complaint Date February 21, 2020

Consumer Location BENICIA, CA

Vehicle Identification Number 1HGCV3F46JA****

Summary of Complaint

AFTER FILLING THE FUEL TANK, A STRONG ODOR OF GASOLINE WAS SMELLED IN THE CAR. THE CAR WAS TAKEN TO THE LOCAL HONDA DEALER AND AFTER 5 DAYS THEY STILL HAVEN'T FOUND THE CAUSE OF THE PROBLEM. THEY HAVE ATTEMPTED TO DEODORIZE THE CAR EACH DAY AND VENTILATE IT USING FANS BUT I DON'T KNOW IF THE FUEL SYSTEM HAS BEEN CHECKED.

NHTSA ID Number: 11309775

Incident Date January 22, 2019

Complaint Date February 18, 2020

Consumer Location CLIFFSIDE PARK, NJ

Vehicle Identification Number 2HKRW2H8XJH****

Summary of Complaint

ENGINE OIL DILUTION CONTINUES AFTER HONDA FIX WITH REPROGRAMMING ENGINE COMPUTER AND AC CONTROL MODULE

REPLACEMENT. HONDA HAS EXTENDED THE POWERTRAIN WARRANTY TO 6 YEARS UNLIMITED MILEAGE FROM THE ORIGINAL SALE DATE. CURRENT MILEAGE 14,000. ENGINE OIL AND FILTER HAS BEEN CHANGED 8 TIMES DUE TO THIS PROBLEM.

NHTSA ID Number: 11309739

Incident Date February 17, 2020

Complaint Date February 17, 2020

Consumer Location VALPARAISO, IN

Vehicle Identification Number 1HGCV1F45JA****

Summary of Complaint

THE VEHICLE HAS DEVELOPED EXCESSIVE GAS/OIL SMELL HALFWAY THROUGH THE OIL CHANGE CYCLE EVEN WHEN THE MAINTENANCE MINDER SHOWS 70% OIL LIFE. THE SMELL OCCURS WHEN DRIVING IN THE MIDWEST AND CAUSES THE GARAGE TO SMELL LIKE AN OIL/GAS MIXTURE. OIL DILUTION HAS BEGUN OCCURRING EVEN WHEN PROVIDED ENOUGH TIME TO WARM UP.

NHTSA ID Number: 11309467

Incident Date February 11, 2020

Complaint Date February 16, 2020

Consumer Location RAPIDS CITY, IL

Vehicle Identification Number 2HKRW2H83KH* * * *

Summary of Complaint

THE ENGINE IS GETTING GAS IN THE OIL. I HAVE TAKEN OIL SAMPLES THAT SHOW GREATER THAN 5% GAS IN THE ENGINE WITH LOWER THAN MINIMUM OIL VISCOSITY. I HAVE TAKEN IT TO THE DEALER WHO CHANGED THE OIL. LESS THAN 1000 MILES LATER, THE PROBLEM IS BACK. THE ENGINE HESITATES RANDOMLY ESPECIALLY WHEN SLOWING DOWN. I'VE TAKEN THE VEHICLE TO TWO DIFFERENT DEALERS WITH THE SAME "THERE'S NOTHING WE CAN DO". I ASKED THEM IF THEY COULD PULL THE INJECTORS AND CHECK TO SEE IF ONE IS FAULTY AND WAS TOLD "IT'S DIRECT INJECTION, THE INJECTORS CANNOT BE PULLED", WHICH OF COURSE IS FALSE. THE LAST MECHANIC TOLD ME THAT UNLESS THE OIL LEVEL IS

MORE THAN 1.5 INCHES ABOVE THE ADD MARK, THERE WAS NO CHANCE OF DAMAGE TO THE ENGINE. I ESTIMATE THAT AT THAT LEVEL, THERE WOULD BE 30% GAS IN OIL. THE COMPANY STATED THAT THE PROBLEM FOR THE 1.5 TURBO ENGINE IN THE 2019 CR-V WAS SOLVED. I DON'T BELIEVE IT HAS BEEN SOLVED BASED ON MY AND OTHERS EXPERIENCE.

NHTSA ID Number: 11308097

Incident Date January 31, 2020

Complaint Date February 9, 2020

Consumer Location METAIRIE, LA

Vehicle Identification Number 2HKRW1H59KH****

Summary of Complaint

OIL DILUTION. DIP-STICK WAS READING HIGH AFTER RECENT OIL CHANGE AT DEALERSHIP. DIP-STICK HAD STRONG ODOR OF GASOLINE. HONDA REMEDY WAS ANOTHER OIL CHANGE. FILED COMPLAINT WITH HONDA, CASE #10193498 AND WITH DEALERSHIP I PURCHASED FROM. I MAY NEED TO HIRE A LAWYER

NHTSA ID Number: 11302498

Incident Date January 24, 2020

Complaint Date January 28, 2020

Consumer Location ELMIRA, NY

Vehicle Identification Number 2HKRW2H59KH****

Summary of Complaint

2019 HONDA CRV- OIL DILUTION CAUSING OIL LEVEL TO RISE-CAUSED CAR TO GO INTO "LIMP MODE". INVOICE ATTACHED. I HAVE A 2019 HONDA CRV WITH ONLY 3196 MILES ON IT. ON 1/24/20, I WAS IN THE PASSING LANE OF A BUSY HIGHWAY WHEN THE CAR SUDDENLY LOST ACCELERATION! I PUT THE GAS PEDAL TO THE FLOOR AND NOTHING! THERE WERE CARS ALL AROUND ME AND IT WAS ABSOLUTELY TERRIFYING. I AND EVERYONE DRIVING AROUND ME WERE LUCKY, AS IT COULD EASILY HAVE BEEN A LARGE PILE UP ON THE HIGHWAY WITH CATASTROPHIC REPERCUSSIONS. THE CAR WAS TOWED TO THE DEALER WHERE IT WAS DETERMINED THAT THE ISSUE WAS CAUSED BY " OIL DILUTION CAUSING ELEVATED OIL

LEVEL"...“FOULED PLUGS AND MISFIRE CODES”...“OIL VERY THIN VERY DARK AND SMELLED”. THIS IS THE SAME ISSUE THAT OCCURRED IN PRIOR YEARS CRVS! THE HONDA TECH LINE DIDN'T HAVE A FIX FOR 2019S YET SO ADVISED THE DEALER TO CHANGE MY OIL AND REPLACE THE SPARK PLUGS. I AM TERRIFIED TO DRIVE THIS CAR AND AM STUCK IN A LEASE FOR 2 1/2 MORE YEARS. I CALLED HONDA CORPORATION AND THEY WOULDN'T GIVE ME ANY INFORMATION ON WHAT THEY WERE DOING FOR THIS, EXCEPT TO TELL ME THAT NO NOTICE IS EVER SENT TO OWNERS OF A CAR UNTIL A FIX IS FOUND. THAT IS FRIGHTENING. I CAN'T BELIEVE THEY CAN CONTINUE TO SELL THEM WHILE THIS DANGEROUS SITUATION EXISTS.

NHTSA ID Number: 11299154

Incident Date December 30, 2019

Complaint Date January 13, 2020

Consumer Location SISTERSVILLE, WV

Vehicle Identification Number 7FARW2H81KE****

Summary of Complaint

HONDA STATED THAT THE OIL DILUTION PROBLEM HAD BEEN CORRECTED FOR 2019 CRV'S. IT WAS NOT IN MY 2019 CRV. I HAVE APROX 21000 MILES AND EACH TIME OIL IS CHANGED. ITS BEEN A QUART HIGH OR MORE ON THE DIPSTICK WITH A GASOLINE SMELL. THE DEALER WILL NOT TELL ME THAT THIS IS THE PROBLEM. THEY KEEP PUTTING ME OFF. VERY SIMPLY THIS IS ADDING TO WEAR AND TEAR ON THE CRV. ANOTHER PROBLEM IS THE GAS FUMES IN THE CAR CABIN WHICH ARE VERY DANGEROUS . WE HAVE FELT LIGHT HEADED WHILE DRIVING . THIS WOULD CAUSE AN ACCIDENT IF WE WOULD PASS OUT FROM THE FUMES,

NHTSA ID Number: 11291172

Incident Date December 27, 2018

Complaint Date December 25, 2019

Consumer Location BLOOMINGTON, IL

Vehicle Identification Number 5J6RW2H95JL****

Summary of Complaint

PURCHASED HONDA 2018 CRV TOURING IN OCTOBER OF 2018. IN DECEMBER RECEIVED LETTER FROM HONDA REGARDING A FIX FOR THE OIL DILUTION ISSUE. OIL CHANGE 12/27/18 AND AGAIN 5/30/19 AT 3544 MILES AS OIL ABOVE FULL ON DIPSTICK. OIL CHANGE AGAIN 8/21/19 AT 7,386 MILES FOR SAME ISSUE. NOW AT 10,971 NEEDING OIL CHANGE AGAIN BECAUSE OF EXCESS OIL/FUEL MIXTURE. ALSO, STILL GETTING GAS SMELL IN THE CABIN OF THE VEHICLE. ON GOING PROBLEM WITH THIS ENGINE. ## VIN PASSED ## ##

NHTSA ID Number: 11289970

Incident Date December 18, 2019

Complaint Date December 18, 2019

Consumer Location BEXLEY, OH

Vehicle Identification Number 2HKRW2H58KH****

Summary of Complaint

INTERMITTENT RAW GAS FUMES INSIDE CABIN OF 2019 HONDA CR-V. RAW GAS SMELL PRESENT WHILE VEHICLE IS PARKED, MOVING ON CITY STREETS AND ON THE HIGHWAY. DEALER WAS UNABLE TO REPLICATE THE PROBLEM. DEALER CONDUCTED AN EVAP FUNCTION TEST. THE VEHICLE PASSED.

NHTSA ID Number: 11256013

Incident Date September 12, 2019

Complaint Date September 16, 2019

Consumer Location KEW GARDENS, NY

Vehicle Identification Number 7FARW2H52JE* * * *

Summary of Complaint

OIL DILUTION BAD. GAS SMELL FROM OIL CAN CAUSE A FIRE CAR ONLY HAS 3750 MILES

NHTSA ID Number: 11244554

Incident Date August 16, 2019

Complaint Date August 16, 2019

Consumer Location PENITAS, TX

Vehicle Identification Number SHHFK7G42JU****

Summary of Complaint

2018 HONDA CIVIC HATCHBACK, GASOLINE SMELL IN CABIN OCCURRED ON 8/16/2019. 1.5L OIL DILUTION COULD BE CAUSE OF ISSUE.

NHTSA ID Number: 11244229

Incident Date August 1, 2019

Complaint Date August 15, 2019

Consumer Location WAUSAU, WI

Vehicle Identification Number 7FARW2H94KE* * * *

Summary of Complaint

HONDA OIL DILUTION - DRIVING THE CAR ON THE INTERSTATE AND THE ENGINE LIGHT CAME ON AND THE ENGINE SHUT OFF. PULLED OVER AND RESTARTED THE CAR. DROVE 2 MILES AND ENGINE SHUT OFF AGAIN. PULLED OVER STARTED CAR DROVE 100 FT AND ENGINE SHUT OFF AND EVERYTHING INCLUDING WHEELS LOCKED UP. CAR TAKEN TO HONDA DEALER AND THEY STATE THAT THE ENGINE RUNNING ON 3 CYLINDERS BECAUSE SPARK PLUG FOWLED UP. REPLACED SPARK PLUG. PICKED UP THE CAR DROVE IT 300 MILES AND ENGINE STUTTERED, DID NOT SHUT OFF AND BLUE SMOKE PLUMES CAME OUT OF EXHAUST. SHUT THE CAR OFF AND BLUE SMOKE WENT AWAY, DID NOT DRIVE THE CAR FOR ONE WEEK. DROVE CAR 100 MILES ON INTERSTATE, ENGINE LIGHT COMES ON AND ENGINE SHUTS OFF. PULL OVER. RESTART THE ENGINE AND WAS ABLE TO DRIVE 50 MILES TO THE SAME HONDA DEALER FOR THE FIRST TIME REPAIR. MECHANIC TELLS ME THAT THE OIL CASE WAS 1/2 QUART TOO MUCH. SOUND LIKE OIL DILUTION ISSUE. *JS

NHTSA ID Number: 11243389

Incident Date May 1, 2019

Complaint Date August 12, 2019

Consumer Location FRANKLIN PARK, NJ

Vehicle Identification Number 7FARW2H59KE****

Summary of Complaint

ENGINE OIL DILUTION

NHTSA ID Number: 11242737

Incident Date August 8, 2019

Complaint Date August 9, 2019

Consumer Location WEAVERVILLE, NC

Vehicle Identification Number 5J6RW6H38KL****

Summary of Complaint

TL* THE CONTACT OWNS A 2019 HONDA CR-V. AFTER STARTING THE VEHICLE, A FUEL ODOR CAME THROUGH THE VENTS AND ALL THE WARNING INDICATORS ILLUMINATED ON THE INSTRUMENT PANEL. THE CONTACT CALLED APPLE TREE HONDA (242 UNDERWOOD RD, FLETCHER, NC 28732, (828) 684-4400) AND INFORMED THEM OF THE FAILURE. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND PROVIDED CASE NUMBER: 09773700. THE APPROXIMATE FAILURE MILEAGE WAS 1,900.

NHTSA ID Number: 11242232

Incident Date January 3, 2019

Complaint Date August 7, 2019

Consumer Location ASHLAND, OR

Vehicle Identification Number 2HKRW2H52JH****

Summary of Complaint

TL* THE CONTACT OWNS A 2018 HONDA CR-V. THE CONTACT SUSPECTED THAT FUEL AND OIL WERE IN THE OIL TANK, LEAKING PAST THE CYLINDERS AND ENTERING THE OIL TANK. THE VEHICLE WAS TAKEN TO LITHIA HONDA (4095 CRATER LAKE HWY, MEDFORD, OR 97504, (541) 930-3021) WHERE AN OIL DILUTION FOR THE FUEL ODOR WAS PERFORMED, BUT NO FAILURE WAS FOUND. THE CONTACT STATED THAT THE DIPSTICK SHOWED THAT THE OIL WAS ABOVE THE FULL MARK. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND

INFORMED THE CONTACT TO CALL THE DEALER. THE APPROXIMATE FAILURE MILEAGE WAS 10,864. *BF *JB

NHTSA ID Number: 11232108

Incident Date February 17, 2019

Complaint Date July 15, 2019

Consumer Location OCOEE, FL

Vehicle Identification Number 7FARW1H88JE****

Summary of Complaint

MY 2018 HONDA CR-V 1.5T ENGINE IS "MAKING OIL". I CHANGE MY OWN OIL AND MONITOR THE LEVEL WEEKLY. THE DEALER TOLD ME THAT THE OIL DILUTION ISSUE THAT I READ ABOUT IN CONSUME REPORTS WOULD NOT AFFECT ME BECAUSE I AM IN A WARM CLIMATE (FLORIDA) BUT THAT IS NOT TRUE. THE OIL LEVEL ON MY DIP STICK ROSE ABOUT 3/8 OF AN INCH IN 5000 MILES. I CHANGED THE OIL AND WE TOOK A TRIP TO TENNESSEE IN THE WINTER AND THE OIL LEVEL ROSE SO MUCH IN THE COLD WEATHER I WAS CONCERNED THAT IT WOULD CAUSE TOO MUCH PRESSURE ON THE SEALS SO I DRAINED SOME OIL OUT. I WOULD THINK THAT GAS IN THE OIL WOULD SEVERELY EFFECT ENGINE LIFE. THE DEALER DENIES THAT I HAVE A PROBLEM SAYING THE THIS IS A COLD WEATHER ISSUE.

NHTSA ID Number: 11228346

Incident Date June 22, 2019

Complaint Date June 29, 2019

Consumer Location ROCKAWAY, NJ

Vehicle Identification Number 2HKRW2H89JH****

Summary of Complaint

OIL DILUTION CAUSE ENGINE WEAR IN SHORT TIME

NHTSA ID Number: 11218729

Incident Date February 15, 2019

Complaint Date June 9, 2019

Consumer Location LOS ANGELES, CA

Vehicle Identification Number 2HKRW1H89JH****

Summary of Complaint

ENGINE OIL DILUTION. SMELLS GAS. OIL LEVEL HIGHER THAN MAX. SOME LOSS OF ENGINE POWER. ALL HAPPENED BEFORE 5K MILES. LESS THAN 700 MILES ANOTHER OIL CHANGE FOR THE SAME REASON. DEALER SAID NOTHING WRONG. AFTER DRIVING 100 MILES STILL SAME PROBLEMS.

NHTSA ID Number: 11217243

Incident Date December 29, 2018

Complaint Date June 1, 2019

Consumer Location VIENNA, VA

Vehicle Identification Number 2HKRW2H9XJH* * * *

Summary of Complaint

THE 2019 HONDA CR-V TOURING VEHICLE HAS EXPERIENCED GASOLINE CONTAMINATION OF THE ENGINE OIL DUE TO AN ISSUE WITH THE ENGINE DESIGN. THE ABNORMAL LEVELS OF GASOLINE CONTAMINATES HAS BEEN VALIDATED THROUGH A THIRD-PARTY LAB TEST. THE DEGRADATION OF THE LUBRICATING PROPERTIES OF THE ENGINE OIL RESULTS IN ENGINE PERFORMANCE AND IN-CABIN AIR QUALITY ISSUES. THE VEHICLE HAS BEEN TAKEN INTO THE MANUFACTURER'S SERVICE DEPARTMENT, HOWEVER, THEY HAVE INDICATED THAT THERE IS NO FIX FOR THIS ISSUE AT THIS TIME UNLESS YOU LIVE IN SPECIFIC STATES WHERE THE FIX IS BEING OFFERED. THIS IS A KNOWN INTERNATIONAL ISSUE WITH THIS VEHICLE TYPE AND HONDA HAS ACKNOWLEDGED THAT THIS IS A PROBLEM. SOME REPORTS INDICATE THAT CONSUMERS HAVE EXPERIENCED SEVERE VEHICLE PERFORMANCE ISSUES (I.E., STALLING) AS WELL AS HEALTH RELATED ISSUES DUE TO SUPER STRONG GASOLINE ODORS IN THE CABIN OF THE VEHICLE. THE REDUCED LUBRICATION QUALITY OF THE ENGINE OIL DUE TO THE ENGINE DESIGN ISSUE HAS LONG-TERM PERFORMANCE INDICATIONS.

NHTSA ID Number: 11217127

Incident Date July 31, 2018

Complaint Date May 31, 2019

Consumer Location ANDOVER, MN

Vehicle Identification Number 5J6RW2H96JL****

Summary of Complaint

TL* THE CONTACT OWNS A 2018 HONDA CR-V. SEVERAL WEEKS AFTER AN OIL CHANGE WAS PERFORMED ON THE VEHICLE, THE CONTACT CHECKED THE ENGINE OIL DIPSTICK AND NOTICED THAT THE ENGINE OIL WAS EXTREMELY DIRTY. THE VEHICLE WAS TAKEN TO LUTHER BROOKDALE HONDA (LOCATED AT 6800 BROOKLYN BLVD, BROOKLYN CENTER, MN 55429, (612) 424-7830) WHERE FUEL WAS FOUND ON THE OIL DIPSTICK. THE CONTACT WAS INFORMED THAT IT WAS A NORMAL OCCURRENCE. THE CONTACT WAS CONCERNED ABOUT THE FUEL AND OIL DILUTION. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS CONTACTED AND PROVIDED CASE NUMBER: 09533542. THE APPROXIMATE FAILURE MILEAGE WAS 4,495. *BF *TR

NHTSA ID Number: 11204123

Incident Date April 15, 2019

Complaint Date April 27, 2019

Consumer Location WHEELING, IL

Vehicle Identification Number SHHFK7H91KU****

Summary of Complaint

TERRIBLE SMELL INSIDE THE CAR AND OUTSIDE WHEN PARKED IN GARAGE AFTER SHORT DRIVE. OIL DILUTION. STRONG GASOLINE VAPORS . GASOLINE MIXING WITH OIL IN ENGINE

NHTSA ID Number: 11202809

Incident Date March 30, 2019

Complaint Date April 22, 2019

Consumer Location LEXINGTON, VA

Vehicle Identification Number 7FARW2H55JE****

Summary of Complaint

MY CAR HAS THE OIL DILUTION ISSUE. HAVE HAD THE OIL CHANGED 2 TIMES WITH LESS THAN 7000 MILES ON CAR. DEALER CANNOT FIX YET BECAUSE THEY ARE NOT AUTHORIZED.

NHTSA ID Number: 11202733

Incident Date February 1, 2019

Complaint Date April 21, 2019

Consumer Location BALTIMORE, MD

Vehicle Identification Number 7FARW2H52JE****

Summary of Complaint

WE PURCHASED A NEW 2018 HONDA CR-V EX IN DECEMBER 2018 FROM A NEAR-BY HONDA DEALER. WE LIVE IN BALTIMORE COUNTY, MD, AND DO MOST OF OUR DRIVING LOCALLY. WITHIN A MATTER OF WEEKS AFTER DRIVING, WE STARTED NOTICING A STRONG GAS SMELL IN THE CABIN AND OUTSIDE THE CAR. THE ISSUE HAS PERSISTED, AND STARTED TO GET WORSE. WE RESEARCHED OUR ISSUE, AND NOTED MANY CUSTOMER COMPLAINTS REGARDING OIL DILUTION PROBLEMS ON 2018 CR- V 1.5L TURBO-CHARGED ENGINES. IN EARLY APRIL 2019, WE HAD OUR FIRST SERVICE VISIT TO CHECK OUR CABIN GAS SMELL PROBLEM WITH THE DEALER. MILEAGE 1,500 MILES. ON THE SERVICE REPORT, DEALER NOTED "CONFIRMED OIL AND GAS MIXTURE COMPLAINT. OIL LEVEL WAS MUCH HIGHER THAN NORMAL ON DIPSTICK. HONDA IS AWARE OF THIS ISSUE BUT DOES NOT HAVE A FIX AT THIS TIME. PLEASE CHECK OIL LEVEL OFTEN". WE HAD THE DEALER PERFORM AN OIL AND FILTER CHANGE DUE TO STRONG GAS ODOR IN OUR CABIN. THE DEALER INDICATED HONDA WILL NOT PAY FOR THE OIL CHANGE, EVEN THOUGH IT WAS PART OF A KNOWN UNRESOLVED ISSUE. THERE IS NO RECALL IN MARYLAND YET, BUT THERE SHOULD BE IN OUR OPINION. SINCE CHANGING THE OIL THREE WEEKS AGO, THE GAS ODOR IS LESS OBSERVABLE AT THIS TIME. WE CONSIDER THE OIL DILUTION PROBLEM TO BE A HEALTH CONCERN, AND A POTENTIAL SAFETY PROBLEM ON THE CR-V. WE ARE CONCERNED TO HAVE A SIGNIFICANT ISSUE WITH NO FIXES AVAILABLE IN MARYLAND. WE UNDERSTAND HONDA HAS ALREADY ISSUED FIXES FOR OIL DILUTION ISSUES IN NEIGHBORING PENNSYLVANIA AND DELAWARE.

NHTSA ID Number: 11197062

Incident Date March 10, 2019

Complaint Date April 17, 2019

Consumer Location BLOOMINGTON, IN

Vehicle Identification Number 1HGCV2F38JA****

Summary of Complaint

AFTER CAR HAS WARMED UP, UPON A RESTART, GASOLINE ODOR COMES THROUGH AIR VENTS AS CAR IDLES. THIS IS ON THE 2.0L TURBO ENGINE IN THE SPORT MODEL.

NHTSA ID Number: 11186974

Incident Date March 14, 2019

Complaint Date March 15, 2019

Consumer Location AUBURN, WA

Vehicle Identification Number 2HKRW2H5XJH* * * *

Summary of Complaint

FUEL IS LEAKING INTO THE OIL SYSTEM. OIL HAS VERY STRONG SMELL OF GASOLINE. OIL DILUTION IS DOING UNTOLD DAMAGE TO ENGINE.

NHTSA ID Number: 11186808

Incident Date October 15, 2018

Complaint Date March 14, 2019

Consumer Location Unknown Vehicle Identification Number 2HKRW2H89JH****

Summary of Complaint

TL* THE CONTACT OWNS A 2018 HONDA CR-V. THE CONTACT STATED THAT THERE WAS AN ABNORMAL FUEL ODOR INSIDE THE VEHICLE. THE VEHICLE WAS TAKEN TO AUTOPARK HONDA (LOCATED AT 3630 OLD RALEIGH RD, CARY, NC 27511, (919) 467-4747) FOR AN OIL CHANGE AND THE DEALER DIAGNOSED THAT THERE WAS AN ENGINE OIL DILUTION WITH FUEL DUE TO A SOFTWARE SETTING. THE CONTACT WAS INFORMED THAT THE VEHICLE WAS SAFE TO DRIVE AND THERE WOULD BE A SOFTWARE UPDATE

TO REPAIR THE FAILURE; HOWEVER, THE REMEDY WAS NOT AVAILABLE. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 2,500.

NHTSA ID Number: 11186820

Incident Date November 9, 2018

Complaint Date March 14, 2019

Consumer Location BURIEN, WA

Vehicle Identification Number 2HKRW2H50JH****

Summary of Complaint

TL* THE CONTACT OWNS A 2018 HONDA CR-V. AFTER CHECKING THE OIL DIPSTICK, THE CONTACT OBSERVED THAT THE OIL LEVEL WAS ABOVE THE HIGH MARK. THE CONTACT STATED THAT THERE WAS ALSO A FUEL ODOR ON THE DIPSTICK. THE VEHICLE WAS TAKEN TO RAIRDON'S HONDA OF BURIEN (LOCATED AT 15026 1ST AVE S, BURIEN, WA 98148, (206) 489-2608) WHERE THE CONTACT WAS INFORMED THAT THE MANUFACTURER WAS AWARE OF THE OIL DILUTION AFFECTING SIMILAR VEHICLES. AN OIL CHANGE WAS PERFORMED ON THE VEHICLE, BUT THE FAILURE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 3,358.

NHTSA ID Number: 11185038

Incident Date March 2, 2019

Complaint Date March 8, 2019

Consumer Location OSKALOOSA, IA

Vehicle Identification Number 7FARW2H8JE0****

Summary of Complaint

I WAS DRIVING OUR 2018 HONDA CR-V 1.5L SUV (WITH 4200 MILES ODOMETER READING AT THE TIME OF THE INCIDENT) ON SATURDAY, MARCH 2 ON IOWA STATE HIGHWAY 92 GOING APPROXIMATE 62MPH AND WERE 25 MILES FROM HOME WHEN THE VEHICLE STALLED AND LOST ENGINE POWER UNEXPECTEDLY AND WE HAD TO GO TO THE SHOULDER OF THE HIGHWAY TO GET OUT OF TRAFFIC COMING BEHIND US ON THE ROAD.

THE VEHICLE WOULD NOT ACCELERATE TO MORE THAN 6MPH AND THE ENGINE LIGHT WAS FLASHING WHEN ANY EFFORT TO ACCELERATE WAS MADE. WE CALLED HONDA ROADSIDE ASSISTANCE AND WERE TOLD IT WOULD BE A 4 HOUR WAIT FOR A TOW. THE OUTSIDE TEMPERATURE THAT DAY WAS 16 DEGREES ABOVE ZERO FAHRENHEIT . IT WAS 3 HOURS BEFORE A TOW SERVICE ARRIVED. OUR VEHICLE WAS TOWED TO SMART HONDA IN DES MOINES, IOWA WHICH WAS THE CLOSEST HONDA DEALER. THE SERVICE DEPARTMENT SUSPECTED THE OIL DILUTION PROBLEM AND DID AN OIL CHANGE THAT DAY. WE WERE ASKED TO KEEP OUR VEHICLE AT SMART HONDA UNTIL THEY COULD COMPLETE THE SERVICE REQUIRED. WE WERE NOT GIVEN A LOANER VEHICLE TO USE WHILE THE CR-V WAS AT THE DEALER. WE BOUGHT THIS VEHICLE IN JULY 2018 AND IN OCTOBER OF 2018 WE RECEIVED AN EMAIL FROM CONSUMER REPORTS ABOUT THE OIL DILUTION PROBLEM IN THE 2017-18 CR-V 1.5L ENGINES. WE DID NOT RECEIVE ANY INFO FROM HONDA CORPORATION UNTIL JANUARY 2019 WHEN WE GOT A LETTER ABOUT A SOFTWARE UPDATE DUE TO 'DRIVABILITY CONCERNS'. DUE TO SEVERE WEATHER IN IOWA, WE WERE NOT ABLE TO SCHEDULE A SERVICE APPOINTMENT AND THERE WAS NO EMERGENCY URGENCY IN THE LETTER WE RECEIVED. WE ARE HUGELY DISAPPOINTED AND UPSET ABOUT THIS ISSUE AND CONSIDER IT EXTREMELY UNSAFE TO HAVE A VEHICLE THAT CAN STALL AT ANYTIME AND ANYPLACE. A SAFETY RECALL ON THIS ENGINE SHOULD BE ISSUED BEFORE SOMEONE IS KILLED WITH A STALLED ENGINE OCCURRING COMPLETELY AT RANDOM.

NHTSA ID Number: 11184928

Incident Date March 2, 2019

Complaint Date March 7, 2019

Consumer Location HAYMARKET, VA

Vehicle Identification Number SHHFK7H96JU****

Summary of Complaint

SUSPECTED OIL DILUTION... RECENT DEALERSHIP OIL CHANGE, LESS THAN A WEEK LATER, THE VOLUME OF "OIL" WAS APPROX. 1/2 INCH OVER THE TOP OF THE DIP STICK MEASUREMENT SECTION. DEALER RE-DID THE OIL CHANGE TWO WEEKS LATER, AND WE WILL CONTINUE TO OBSERVE. THE OIL DOES HAVE A STRONG SMELL OF GASOLINE... COMPARED TO OTHER VEHICLES. I AM CONCERNED ABOUT THE LONGEVITY OF THE ENGINE DUE TO EXCESSIVE WEAR RELATED TO INSUFFICIENT LUBRICATION.

NHTSA ID Number: 11182772

Incident Date February 8, 2019

Complaint Date February 27, 2019

Consumer Location GLEN ALLEN, VA

Vehicle Identification Number 7FARW1H84JE****

Summary of Complaint

THIS VEHICLE IS ALSO EXPERIENCING THE OIL DILUTION ISSUE. I AM CONCERNED ABOUT THE LONGEVITY OF THE ENGINE NOW SINCE THE GAS IN THE OIL IS CHANGING THE VISCOSITY OF THE OIL.

NHTSA ID Number: 11182663

Incident Date February 15, 2019

Complaint Date February 26, 2019'

Consumer Location COLUMBUS, IN

Vehicle Identification Number 7FARW2H87JE****

Summary of Complaint

I NOTICED THE OIL LEVEL BEING OVER FULL IN THE FALL OF 2018, AT THAT TIME WE HAD ABOUT 6,000 MILES ON THE VEHICLE. AT 7237 MILES I HAD MY FIRST OIL CHANGE OUR DEALER ON OCTOBER 15, 2018. I BECAME AWARE OF THE OIL DILUTION ISSUE AFTER RECEIVING A LETTER FROM HONDA REGARDING SERVICE BULLETIN 18-114. I CHECKED THE OIL LEVEL AND FOUND IT TO BE WAY OVERFILLED ON DECEMBER 1, 2018. I VISITED THE DEALER AND THEY ADVISED THAT A PERMANENT FIX WAS ON ITS WAY AND I SHOULD WAIT FOR A FORMAL RECALL, HOWEVER I WAS VERY CONCERNED ABOUT THE LONG TERM AFFECT ON OUR CAR'S ENGINE SO I RETURNED TO THE DEALER AND EXPRESSED MY DISPLEASURE WITH THE DELAY. THEY CALLED ME A DAY OR TWO LATER INDICATING THAT THEY WOULD PERFORM THE RECALL WORK WHICH WAS COMPLETED ON JANUARY 8, 2019. I CHECKED THE OIL LEVEL IMMEDIATELY AFTER THE OIL CHANGE AND FOUND IT WAS AT THE TOP OF THE ORANGE PLASTIC TIP OF THE DIPSTICK (I REALIZE THE FULL LEVEL IS AT THE TOP HOLE IN THE ORANGE TIP). HOPING THAT THE OIL DILUTION ISSUE WAS FIXED, I CHECKED THE OIL AGAIN TODAY, FEBRUARY 15, 2019 AFTER THE VEHICLE

SAT IN THE GARAGE ALL NIGHT. THE OIL LEVEL WAS FOUND TO BE WAY ABOVE THE FULL MARK AND BEYOND THE TOP OF THE ORANGE TIP BY MORE THAN'. THE OIL DILUTION ISSUE HAS NOT BEEN CORRECTED IN MY VEHICLE. I FILED A COMPLAINT WITH HONDA MC AND RECEIVED A PHONE CALL FROM A TECH WHO INFORMED ME THAT "THERE WAS NO ISSUE WITH THE VEHICLE AND IF THE CHECK ENGINE LIGHT CAME ON TO RETURN TO THE DEALER". I EXPRESSED MY DISPLEASURE WITH THIS RESPONSE AND SHE REPEATED HER "CANNED" RESPONSE. I AM NOT THE ONLY OWNER OF THIS VEHICLE/ENGINE WITH THE SAME ISSUE. I REQUEST THAT THE NHTSA FORMALLY INVESTIGATE THIS MATTER AS THE CANADIAN AND CHINESE GOVERNMENTS HAVE AND HAVE FOUND THIS MATTER TO BE REAL.

NHTSA ID Number: 11181927

Incident Date February 20, 2019

Complaint Date February 22, 2019

Consumer Location STATEN ISLAND, NY

Vehicle Identification Number 2HKRW2H52JH****

Summary of Complaint

OIL DILUTION PROBLEM - I SMELL GAS FROM EXHAUST, OIL DIP STICK , CABIN AND WHEN I OPENED THE OIL CAP , ALSO VEHICLE IS NOT MAINTAINING THE PROPER TEMPERATURE WHILE DRIVING WITH THE HEAT ON. THIS MAYBE BE POTENTIALLY DANGEROUS TO OCCUPANTS AS WELL AS VEHICLE AND ENGINE.

NHTSA ID Number: 11174010

Incident Date January 14, 2019

Complaint Date February 20, 2019

Consumer Location BALTIMORE, MD

Vehicle Identification Number N/A

Summary of Complaint

2018 HONDA CRV EXL. CONSUMER WRITES WITH CONCERNS TO A OIL DILUTION PROBLEM WITH NEWLY PURCHASED VEHICLE. *AS *TR

NHTSA ID Number: 11181179

Incident Date February 19, 2019

Complaint Date February 19, 2019

Consumer Location TROOPER, PA

Vehicle Identification Number 2HKRW2H8XJH****

Summary of Complaint

OIL DILUTION IN ENGINE. ONLY 1,000 MILES AFTER OIL CHANGE MY OIL SMELLS LIKE GAS AND IS 1/4" ABOVE MAX LEVEL. HONDA SAYS NO FURTHER FIXES AFTER THE REPAIR ALREADY COMPLETED. TOLD VEHICLE IS AT RISK FOR STALLING AND TOTAL ENGINE FAILURE.

NHTSA ID Number: 11180672

Incident Date August 5, 2018

Complaint Date February 17, 2019

Consumer Location DESTREHAN, LA

Vehicle Identification Number 2HKRW1H93JH****

Summary of Complaint

SEVERE OIL DILUTION IN 1.5L TURBO ENGINE. LIVE/ DRIVE IN WARM CLIMATE (NEW ORLEANS). LEVEL ON DIPSTICK CONTINUALLY CLIMBS UPWARD TO GREATER THAN 21MM ABOVE FULL MARK WHICH TRANSLATES TO 24.7% DILUTION. WE DO NOT DRIVE SHORT TRIPS...ENGINE TEMPERATURE GAUGE IS UP TO NORMAL WITHIN 3 BLOCKS FROM OUR HOUSE AND ABOUT 3 MINUTES AFTER STARTUP. WE DRIVE ALMOST EXCLUSIVELY ON INTERSTATE HIGHWAYS

NHTSA ID Number: 11180600

Incident Date August 27, 2018

Complaint Date February 17, 2019

Consumer Location MILLERSVILLE, MD

Vehicle Identification Number 7FARW2H81JE****

Summary of Complaint

THIS CAR HAS SUFFERED FROM OIL DILUTION WITH GASOLINE SINCE IT WAS PURCHASED IN AUGUST 2018. I HAVE TAKEN IT TO THE DEALER WHO CHANGED THE OIL AT MY EXPENSE AND CLAIMED THAT INCREASING OIL IN THE CRANKCASE IS NORMAL AND SHOULD BE EXPECTED. THE OIL LEVEL INCREASES ABOUT 1 QUART FOR EVERY 2000 MILES DRIVEN AND THE OIL SMELLS LIKE GASOLINE. THIS PROBLEM HAPPENS AT ALL AMBIENT TEMPERATURES, AND REGARDLESS OF WHETHER THE VEHICLE IS TRAVELING IN SHORT TRIPS OR EXTENDED HIGHWAY DRIVES.

NHTSA ID Number: 11180457

Incident Date February 14, 2019

Complaint Date February 16, 2019

Consumer Location WARE, MA

Vehicle Identification Number 2HKRW2H53JH****

Summary of Complaint

AFTER HAVING A MANDATORY UPDATE DONE BY HONDA JANUARY 3 2019 I NO LONGER HAVE HEAT IN MY VEHICLE WHEN ITS BELOW FREEZING. MY WINDOWS CANNOT STAY DEFROSTED OR SAFE TO SEE OUT OF. I HAVE TO KEEP PULLING OVER TO SCRAPE WINDOWS DURING STORMS. ALSO FEBRUARY 14 I NOTICED MY ENGINE RAPPING BADLY. I HAD IT TOWED TO THE HONDA DEALER. MY ENGINE OIL WAS 1 INCH OVER THE HIGH FILL LINE. HONDA CORPORATE TOLD THE DEALERSHIP TO TELL ME THAT IT'S 100% NORMAL AND FINE, AND OIL DILUTION IS NORMAL AND FINE. MY ENGINE IS RAPPING BADLY, I HAVE HAD COWORKERS WHO ARE ASE CERTIFIED LOOK AT THE VEHICLE AND THEY SAID THAT'S ENGINE DAMAGE AND THE ENGINE WILL FAIL AND PROBABLY SOON. MY OIL WAS LAST CHANGED 1600 MILES AGO, AND IN THAT TIME IT GOT 1 INCH OVER FILLED, GASOLINE IS IN MY OIL NOW. HONDA DENIES THE HEAT AND THE OIL DILUTION. YOU MUST INTERVENE AND HELP HONDA CRV CUSTOMERS! THERE ARE THOUSANDS OF U S EXPERIENCING THIS AND HONDA REFUSES TO HELP!! PLEASE HELP! I HAVE A VIDEO OF MY ENGINE RAPPING, COMPARED IT TO OTHER HONDA CRV'S AND MINE IS DEFINITELY GOT SOMETHING 'WRONG!

NHTSA ID Number: 11180354

Incident Date November 15, 2018

Complaint Date February 15, 2019

Consumer Location BOURBONNAIS, IL

Vehicle Identification Number 5J6RW2H9OJL****

Summary of Complaint

OIL DILUTION IN 1.5 L TURBO ENGINE. STRONG SMELL OF FUEL OUTSIDE VEHICLE. ONLY HAVE <9000 MILES AND HAVE HAD TO CHANGE OIL 3 TIMES AS LEVEL GOES UP AND SMELLS OF GAS. CURRENTLY HAVE 300 MILES ON THIS OIL CHANGE AND CAN ALREADY SEE LEVEL RISING. ALL DRIVING IS 20 PLUS MILE TRIPS.

NHTSA ID Number: 11176036

Incident Date January 16, 2019

Complaint Date February 10, 2019

Consumer Location MOUNT JOY, PA

Vehicle Identification Number 7FARW2H99JE* * * *

Summary of Complaint

VEHICLE WAS RECALLED FOR OIL DILUTION ISSUE AND ENGINE NOT WARMING UP PROPERLY AND GASOLINE SMELL INSIDE VEHICLE. HONDA REPAIRED ON 1/11/19. RECALL REPAIR DID NOT WORK. TOOK IT BACK ON 1/16/19. STILL DOES NOT WORK. I STARTED VEHICLE IN DRIVEWAY AND LEFT IT RUN FOR 35 MINUTES WITH HEATER ON HIGH AND FAN ON HIGH STILL BLOWING ICE COLD AIR TEMP GAUGE DID NOT MOVE AT ALL. STILL SMELL GAS IN VEHICLE ENGINE OIL IS OVERFILLED ABOUT 3/8 INCH ABOVE FULL ON DIP STICK. ANOTHER APPOINTMENT ON 2/12/19 TO TRY AND FIX FOR THIRD TIME. SATURDAY MORNING 2/9/19 AT 7:10 IN MORNING ON WAY HOME FROM WORK 23 DEGREES OUT I HAD TO PUT THE WINDOWS DOWN BECAUSE GAS SMELL INSIDE VEHICLE WAS MAKING ME SICK. SUNDAY MORNING AT 7:10 ON WAY HOME FROM WORK 17 DEGREES OUTSIDE STARTED VEHICLE UP AT 6:50 7:05 I GOT IN VEHICLE STILL ICE COLD CLEANED FROST AND ICE OFF VEHICLE AS BEST I COULD. VEHICLE WILL NOT WARM UP UNLESS IT IS DRIVEN!!! STARTED DRIVING HOME AND WINDSHIELD IS SOLID ICE NO SENSE IN STOPPING BECAUSE WILL NOT HEAT UP UNLESS VEHICLE IS MOVING. THESE VEHICLES ARE ACCIDENTS WAITING TO HAPPEN. HONDA IS AWARE OF ALL THESE ISSUES BUT DOES NOTHING. I GUESS NOT ENOUGH PEOPLE WERE KILLED BY THEIR FAULTY VEHICLES YET AND NOT ENOUGH LAWSUITS. EVERYONE OF THESE VEHICLES SHOULD BE RECALLED AND BANNED FROM THE ROAD UNTIL

REPAIRED. I ASKED JONES HONDA OF LANCASTER PA WHERE I BOUGHT THIS VEHICLE FOR A LOANER CAR UNTIL IT IS REPAIRED AND THEY SAID NO THEY DO NOT GIVE OUT LOANER CARS BUT WILL RENT ME ONE. I PAID ABOUT \$32,000 FOR THIS VEHICLE AND THIS IS HOW THEY TREAT THEIR CUSTOMERS.

NHTSA ID Number: 11175952

Incident Date September 3, 2018

Complaint Date February 9, 2019

Consumer Location ABINGDON, MD

Vehicle Identification Number 2HKRW2H90JH* * * *

Summary of Complaint

MY 2018 HONDA CRV HAS THE OIL DILUTION ISSUE AT MY FIRST OIL CHANGE I ASKED THE SERVICE ADVISER WHY MY OIL LEVEL WAS OVER THE TOP OF THE DIP STICK BY ABOUT 3/4 AN INCH AND THE OIL SMELLED LIKE GAS AND I ALSO ASKED HIM WHY I SMELLED IT IN THE CABIN. HE SAID ANYTHING WAS WRONG IT WAS NORMAL. I CHECKED THE OIL EVERY 1000 MILES AND IT WOULD GO UP 1/8 INCH EVERY 1000 MILES. I TOOK THE CRV BACK THE DEALER BECAUSE THE HEATER WOULD NOT GET WARM AT ALL AT IDLE AND THE SMELL OF GAS WAS TERRIBLE MY GARAGE EVEN HAD A STRONG SMELL OF GAS.THE DEALER TOLD ME I DEFINITELY HAD GAS IN THE OIL AND THE HEATER PROBLEM WAS PART OF THE GAS IN THE OIL ISSUE AND AT THIS TIME HONDA HAD NO FIX FOR THE ISSUE. THEY DID A OIL CHANGE AND TOLD ME THEY WOULD CONTACT ME IF HONDA CAME UP WITH A FIX. IT'S NOW 4 DAYS AFTER THE OIL CHANGE AND THE OIL IS ALREADY OVER THE DIP STICK. .I OPENED A CASE WITH HONDA CUSTOMER SERVICE AND AFTER TALKING TO THREE DIFFERENT PEOPLE I FINALLY TALK TO A CASE MANAGER AND HE TOLD ME GAS IN THE OIL WAS NORMAL AND TO TAKE THE CRV BACK TO THE DEALER IF THE HEATER WAS NOT WORKING. HE IS PROTECTING HONDA BECAUSE THEY HAVE A HUGH ISSUE. I DID NOT GET THE EXTENDED WARRANTY SO THIS IS A BIG DEAL FOR MANY PEOPLE LIKE ME. PLEASE HELP HONDA DOES NOT CARE ABOUT THE CUSTOMERS IN THE USA LOOK AT WHAT THEY DID IN CANADA AND CHINA FOR THE EXACT SAME ISSUE. THANK YOU!

NHTSA ID Number: 11173554

Incident Date January 14, 2019

Complaint Date February 1, 2019

Consumer Location EDINA, MN

Vehicle Identification Number 5J6RW2H96JL****

Summary of Complaint

THE ACTIVE SAFETY AND DRIVER ASSIST SYSTEMS RANDOMLY SWITCH THEMSELVES ON AND OFF WHILE IN MOTION AND ARE UNRELIABLE. THIS HAS HAPPENED AT BOTH HIGH AND LOW SPEEDS. IT HAS HAPPEN IN NORMAL DRIVING WEATHER CONDITIONS AND COLD WITH SNOW FLURRIES. THIS VEHICLE FAILS TO WARM TO TO "NORMAL" OPERATING TEMPERS ESPECIAL ON MN COLD DAYS. IT MAY NOT WARM UP PERIOD ON DAYS WHERE THE TEMPERATURE FALL TO 15 DEGREES OR LOWER. ON DAYS OF 50 DEGREES OR LESS IT WARMS UP WHEN DRIVING HIGHWAY SPEEDS BUT IN LOW SPEED SITUATIONS IT MAY NOT WARM UP AT ALL. THERE IS THE DISTINCT SMELL OF GASOLINE IN THE CAR AT TIMES. ADDITIONALLY THIS VEHICLE APPEARS TO HAVE AN OIL DILUTION PROBLEM AS THE OIL LEVEL REGISTERS ABOVE THE MAX OIL LEVEL LINE ON A REGULAR BASIS. IN MY MIND THESE ARE ALL SAFETY ISSUES. I WONDER IF THE SAFETY SYSTEMS WILL ACTUALLY WORK IF AND WHEN I NEED THEM. I WONDER IF THIS CAR IS GOING TO BURST INTO FLAMES AS I CAN SMALL GASOLINE IN THE CABIN. IF I SMELLED GAS IN ME HOUSE THEY RECOMMEND I LEAVE THE PREMISES. I CAN'T REALLY DO WITH I AM DRIVING DOWN THE ROAD. I DO HAVE A FEW PICTURES OF SOME OF THE ELECTRONIC WARNING AND TEMP GAUGE BUT CANNOT DOWNLOAD FROM THIS LOCATION. I AM LISTING HERE THE FIRST INCIDENCE BUT KNOW THERE ARE A FEW INCIDENCES.

NHTSA ID Number: 11172984

Incident Date October 1, 2018

Complaint Date January 29, 2019

Consumer Location TAMPA, FL

Vehicle Identification Number 7FARW1H86JE****

Summary of Complaint

I'M HAVING TWO ISSUES WITH MY CR-V 1) ENGINE OIL LEVEL IS SHOWING MORE THAN THE HIGHER LIMIT BECAUSE OF ENGINE OIL DILUTION. 2) GASOLINE SMELL IN THE CABIN. I CONTACTED HONDA ON THESE ISSUES

BUT THEY SAID MY VEHICLE DOESN'T HAVE ANY RECALL NOTICE AND THERE IS NOTHING THEY CAN DO.

NHTSA ID Number: 11171612

Incident Date January 1, 2019

Complaint Date January 23, 2019

Consumer Location WINCHESTER, VA

Vehicle Identification Number 2HKRW2H83JH****

Summary of Complaint

OIL DILUTION. THE OIL LEVEL IN THE CRANKCASE CONTINUALLY RISES DUE TO GAS SEEPAGE CAUSING PREMATURE WEAR TO THE ENGINE. ONGOING SINCE PURCHASED VEHICLE NEW. THE ENGINE ALSO NEVER WARMS UP TO OPERATING TEMPERATURE UNLESS YOUR GOING HIGHWAY SPEEDS. THIS IS HIGHLY UNSATISFACTORY WHEN AROUND TOWN.

NHTSA ID Number: 11170828

Incident Date January 18, 2019

Complaint Date January 18, 2019

Consumer Location KLAMATH FALLS, OR

Vehicle Identification Number 2HKRW2H90JH****

Summary of Complaint

CONTACTED HONDA REGARDING BRAND NEW 2018 HONDA CRV VOYAGER REGARDING OIL DILUTION. THE COMPANY SAYS THAT THE GAS SMELL ON THE VEHICLES OIL DIP STICK IS "NORMAL." THEY ALSO STATED THAT IF THE OIL LEVEL IS TOO HIGH AN INTERIOR LIGHT OR ENGINE NOISE WOULD INDICATE AN ISSUE. MEANING THAT THE OIL LEVEL IS ARBITRARY.

NHTSA ID Number: 11170368

Incident Date January 16, 2019

Complaint Date January 16, 2019

Consumer Location PLAINFIELD, IL

Vehicle Identification Number 2HKRW2H9XJH****

Summary of Complaint

AFTER RECEIVING HONDA TSB 18-124 FROM HONDA, WHICH SUPPOSEDLY FIXED THE OIL DILUTION ISSUE, MY CR-V PROBLEMS HAVE GOTTEN WORSE! NOW, NOT ONLY DOES THE VEHICLE GET A TERRIBLE SMELL OF GASOLINE INSIDE THE CABIN, (ESPECIALLY ON INITIAL START-UP AND WHILE IDLING), BUT THE VEHICLE HAS DEVELOPED NEW PROBLEMS. INCLUDED AMONG THESE ARE: - WORSE OIL DILUTION (GAS IN THE ENGINE OIL) . IT ROSE BY 1 QUART IN 2 WEEKS SINCE GETTING THE UPDATE (ABOUT 500 MILES OF DRIVING) - A STRONG SMELL OF GASOLINE IN THE OIL AND EVEN AROUND THE EXTERIOR OF THE VEHICLE - WORSE GAS MILEAGE. A DECLINE BY SEVERAL MPGS - COLDER CABIN -- TAKES MUCH LONGER TO GENERATE HEAT THIS IS JUST WRONG ON A NEW VEHICLE AND NEEDS A PROACTIVE RECALL AND FURTHER INVESTIGATION ASAP. PLEASE DO NOT BELIEVE HONDA ' USERS ARE STILL EXPERIENCING THESE ISSUES AFTER THEIR UPDATE.

NHTSA ID Number: 11166629

Incident Date January 4, 2019

Complaint Date January 12, 2019

Consumer Location NILES, IL

Vehicle Identification Number 2HKRW2H87JH****

Summary of Complaint

OIL DILUTION, GASOLINE GETTING INTO CRANKCASE

NHTSA ID Number: 11165328

Incident Date December 30, 2018

Complaint Date January 5, 2019

Consumer Location TUCSON, AZ

Vehicle Identification Number 2HKRW2H90JH****

Summary of Complaint

OIL DILUTION, OVER FULL OIL MARK, ENGINE OIL LEAK NOTICED WHEN STATIONARY. GAS SMELL INSIDE VEHICLE.

NHTSA ID Number: 11165259

Incident Date December 17, 2018

Complaint Date January 4, 2019

Consumer Location HEBER SPRINGS, AR

Vehicle Identification Number 7FARW1H98JE****

Summary of Complaint

OUR 2018 HONDA CRV TOURING HAS THE OIL DILUTION PROBLEM. OUR OIL LEVEL INCREASED ABOUT 3/4 INCH ON THE OIL STICK FROM MAY, 2018 TO DECEMBER, 2018 AND IT SMELLS LIKE GAS. WE HAVE ALSO SMELLED GAS INSIDE OUR CAR. HONDA IS FIXING SOME CARS, BUT WE LIVE IN ARKANSAS AND OUR STATE IS NOT ON THE LIST TO BE REPAIRED. WE COULD HAVE AN ENGINE FIRE SO FEEL IT IS NOT SAFE TO DRIVE. ALSO, THE ENGINE WILL WEAR OUT A LOT FASTER WITH THE DILUTION....EVEN THOUGH THE HONDA DEALER SAID IT WON'T!!

NHTSA ID Number: 11164223

Incident Date December 31, 2018

Complaint Date: December 31, 2018

Consumer Location ATLANTIC BEACH, FL

Vehicle Identification Number 1HGCV1F94JA****

Summary of Complaint

ENGINE OIL SMELLS STRONGLY OF GASOLINE. THIS IS THE SAME 1.5L TURBO GDI ENGINE THAT HAS BEEN RECALLED ALREADY IN THE CIVIC AND CRV.

NHTSA ID Number: 11163629

Incident Date September 1, 2018

Complaint Date December 27, 2018

Consumer Location NOVI, MI

Vehicle Identification Number 5J6RW2H5OJL****

Summary of Complaint

ABNORMAL OIL DILUTION CAUSING EXCESSIVE WEAR AND TEAR ON THE ENGINE. CAR TALKING LONG TIME TO WARM UP. NOT RUNNING SMOOTHLY. FOUL SMELL OF GAS IN THE CABIN

NHTSA ID Number: 11163577

Incident Date October 25, 2018

Complaint Date December 26, 2018

Consumer Location CARLSBAD, CA

Vehicle Identification Number 2HKRW2H91HH****

Summary of Complaint

EXCESS OIL FUEL IN ENGINE BROUGHT TO DEALER THEY SAID NO PROBLEM ONLY IN COLD STATES I LIVE IN CALIFORNIA. HAD TO PAY TO CHANGE OIL EVEN THOU MANUAL SAYS DO NOT OVER FILL THE SAME DEALER HAD CHANGED OIL BEFORE AND DID NOT OVERFILL.

NHTSA ID Number: 11162688

Incident Date December 10, 2018

Complaint Date December 20, 2018

Consumer Location BIG BEAR CITY, CA

Vehicle Identification Number 7FARW2H81JE****

Summary of Complaint

I PURCHASED MY CR-V IN FEBRUARY 2018. I COMPLETED MY FIRST OIL CHANGE AT 6804 MILES IN DECEMBER. THE OIL WAS VERY DARK(BLACK), WATERY, AND SMELLED STRONGLY OF FUEL. ISSUES WITH VEHICLE ARE CAUSING AN OIL DILUTION PROBLEM. I LIVE IN SOUTHERN CALIFORNIA BUT AT AN ELEVATION OF 6800 FEET. MY COMMUTE IS SHORT AND IT GETS COLD AT NIGHT. THE CR-V IS STORED IN A HEATED GARAGE DURING THE NIGHT. I FEEL THIS PROBLEM HAS CAUSED UNNECESSARY WEAR TO MY

ENGINE AND AT THIS TIME HONDA IS ONLY GOING TO DIAGNOSE MY PROBLEM BUT NOT FIX IT ON FIRST VISIT. THEY SHOULD BE ISSUING A RECALL AND NOT MAKE ITS CUSTOMERS JUMP THROUGH HOOPS TO FIX A PROBLEM THEY'RE ALREADY WELL AWARE OF

NHTSA ID Number: 11162525

Incident Date December 19, 2018

Complaint Date December 19, 2018

Consumer Location LA CROSSE, WI

Vehicle Identification Number N/A

Summary of Complaint

OIL DILUTION CAUSING ELEVATED ENGINE OIL LEVELS AND CAMSHAFT PINGING NOISE. ALSO SMELL OF GAS IN OIL AND ENGINE TAKES EXTENDED TIME TO WARM UP. INITIALLY, SLIGHT PINGING NOISE (-5K MILES) WHICH BECAME PROGRESSIVELY WORSE.

NHTSA ID Number: 11161138

Incident Date December 13, 2018

Complaint Date December 13, 2018

Consumer Location Unknown

Vehicle Identification Number 7FARW2H89JE* * * *

Summary of Complaint

3-MONTH-OLD 2018 CR-V EX-L - NOTICED OIL DILUTION PROBLEMS WITHIN FIRST 2 MONTHS. DEALER HAS BEEN UNRESPONSIVE. GAS HAS BEEN GETTING INTO OIL IN APPARENTLY SIGNIFICANT AMOUNTS. PERSISTENT SMELLS OF GAS AND 'ROTTEN EGGS/MEAT' WHILE OPERATING. OIL LEVEL GETS HIGHER ABOVE MEASURING SECTION OF DIPSTICK EVERY TIME I CHECK, SMELLS OF GAS. CAR BEGINS TO STALL A BIT OCCASIONALLY. HAD OIL CHANGED AT 5K MILES - TECH CONFIRMED OIL WAS VERY THIN, HIGHER VOLUME THAN SHOULD BE, AND SMELLED OF GAS. VERY CONCERNED ABOUT SAFETY NOW (WHAT IF IT STALLS WHILE IN HEAVY HIGHWAY TRAFFIC?) AND ALSO LONG-TERM ENGINE DAMAGE SINCE DILUTED OIL WILL NOT LUBRICATE AS WELL. RESEARCHED ONLINE ONLY

AFTER DISCOVERING PROBLEM - APPARENTLY WELL KNOWN PROBLEM, AND WIDESPREAD - BUT BARELY ACKNOWLEDGED BY HONDA.

NHTSA ID Number: 11155301

Incident Date November 5, 2018

Complaint Date December 1, 2018

Consumer Location HOMOSASSA, FL

Vehicle Identification Number 5J6RW1H51JL****

Summary of Complaint

PURCHASED A NEW 2018 HONDA CR-V EX IN FLORIDA 4/18. WORKED FINE UNTIL A RECENT TRIP TO INDIANA WHERE IT WAS SUBJECTED TO COLD TEMPERATURES. THE VEHICLE WOULD NOT HEAT FOR 10 MINUTES AND IT'S PERFORMANCE SEEMED TO SUFFER COMPARED TO HOW IT WAS OPERATING IN WARMER FLORIDA. THE WORST PART WAS THE FAINT SMELL OF GASOLINE IN THE CAR THE ENTIRE TIME IN INDIANA. WASN'T SURE WHAT WOULD HAVE CAUSED THAT UNTIL I RETURNED TO FLORIDA AND STARTED INVESTIGATING THE MATTER AND FOUND OUT ABOUT THE OIL DILUTION PROBLEM AND THE SMALL OF GASOLINE IN THE OIL. THERE IS NO SMELL OF GASOLINE IN THE VEHICLE NOW THAT IT'S BACK IN FLORIDA, SO I HAVE TO ASSUME IT HAD SOMETHING TO DO WITH THE COLD CLIMATE IT WAS SUBJECTED TO. IN EITHER CASE I NEED TO TRAVEL TO INDIANA IN THE WINTER FREQUENTLY AND THE PROBLEM WITH GASOLINE FUMES IN THE CABIN (WHATEVER IT'S CAUSE) NEEDS TO BE FIXED. I NOW READ WHERE HONDA IS GOING TO ROLL OUT A FIX, BUT IT WILL ONLY COVER CR-V'S IN NORTHERN STATES. IF THAT'S THE CASE THEN THAT IS NOT RIGHT! WHAT ABOUT PEOPLE LIKE ME THAT TRAVEL FROM WARM CLIMATE FLORIDA TO INDIANA IN THE WINTER - WE SHOULDN'T HAVE TO ENDURE GASOLINE FUMES AND WE SHOULDN'T HAVE TO LIVE WITH POTENTIAL HARM TO OUR VEHICLES. WE SHOULD ALL HAVE THE MODIFICATION DONE TO OUR CR-V'S.

NHTSA ID Number: 11154666

Incident Date November 28, 2018

Complaint Date November 29, 2018

Consumer Location GLENMOORE, PA

Vehicle Identification Number 2HKRW2H83JH****

Summary of Complaint

OIL DILUTION ISSUE, THE OIL LEVEL OF THE VEHICLE IS WELL ABOVE THE FULL MARK ON THE DIPSTICK. I HAVE SEEN OTHER REPORTS OF THIS AND HAVE BEEN MONITORING THE SITUATION FOR SEVERAL WEEKS. EACH TIME UPON CHECKING OIL LEVEL THERE HAS BEEN AN INCREASE. AS OF TODAY IT APPEARS TO BE ABOUT 1/2 INCH ABOVE THE FULL MARK.

NHTSA ID Number: 11154327

Incident Date November 27, 2018

Complaint Date November 27, 2018

Consumer Location ESSEX, MD

Vehicle Identification Number 2HKRW2H98JH****

Summary of Complaint

ENGINE OIL DILUTION - GASOLINE IS LEAKING INTO THE ENGINE AND DILUTING THE ENGINE OIL. IT CAUSES THE ENGINE TO STALL. IT SMELLS LIKE GASOLINE A LOT INSIDE THE CAR IN THE PASSENGER SEAT. THE ENGINE DOES NOT GET WARMED UP FAST ENOUGH. THE ENGINE OPERATES TOO COLD EVEN AFTER DRIVING ABOUT A MILE DISTANCE. ANOTHER MAJOR ISSUE IS THAT THE ENGINE OIL IS LEAKING OUT. LEAKED OIL IS OBSERVED UNDER THE ENGINE WHERE THE TRANSMISSION AND THE ENGINE JOIN. THE DEALERS IN US WOULD NOT FIX THESE ISSUES OR DO NOT EVEN HAVE A FIX FOR THEM ALTHOUGH IT IS MAJOR ISSUES FOR MANY 9TH GEN CR-VS.

NHTSA ID Number: 11151403

Incident Date October 29, 2018

Complaint Date November 14, 2018

Consumer Location ORLANDO, FL

Vehicle Identification Number 2HKRW2H99JH* * * *

Summary of Complaint

PURCHASED NEW 2018 HONDA CR-V AWD DECEMBER 2017 FROM DEALER IN ORLANDO FL. WITHIN FIRST FEW MONTHS OF OWNERSHIP HAD MULTIPLE OCCASIONS WHERE "GAS/FUEL" SMELL FILLED THE CABIN OF CAR WHILE DRIVING. IT WAS BROUGHT TO MY ATTENTION BY A FRIEND (LATE SUMMER) THAT THERE APPEARS TO BE ISSUE WITH THE 1.5 L EARTHDREAMS HONDA ENGINE. AREA OF ISSUE IS OIL DILUTION BY FUEL "LEAKING" INTO IT & MIXING. I THEN BEGAN RESEARCHING THIS ISSUE AND WAS QUITE SURPRISED TO FIND THAT HONDA HAD ALREADY RECALLED A HUGE NUMBER OF VEHICLES IN CHINA WITH THIS OIL DILUTION ISSUE ON THIS SPECIFIC ENGINE. WHEN I CALLED MY HONDA DEALER TO ASK ABOUT ISSUE/REPAIR, I WAS TOLD BY SERVICE ADVISOR THAT THEY WERE NOT AWARE OF ANY ISSUE OF THIS TYPE AND THERE WERE NO ACTIVE RECALLS/TSBS REGARDING ISSUE. WOW? THAT'S WHEN MY CONCERN LEVEL ROSE, AS ON THE DEALER LEVEL THERE SEEMS TO BE COMPLETE DENIAL/ADMITTANCE OF ANY PROBLEM. OTHER HONDA OWNERS OF VEHICLES WITH THIS ENGINE HAVE EXPERIENCED "GAS ODOR" IN CABIN, POOR PERFORMANCE AND EVEN STALLING OF ENGINE WHILE DRIVING VEHICLE. I HAVE NOT HAD A STALLING ISSUE (YET) - BUT I DRIVE VEHICLE FREQUENTLY IN MODERATE /HEAVY TRAFFIC AREAS AND CAN'T IMAGINE THE DANGER THAT COULD RESULT FROM MY CAR "STALLING" WHILE I'M DRIVING(OR MY WIFE OR DAUGHTER).ANOTHER "CHECK" TO VERIFY IF MY CAR HAS THIS ISSUE IS TO EXAMINE OIL LEVEL ON DIPSTICK. WHEN MY OIL LEVEL IS CHECKED, THE LEVEL TENDS TO READ HIGH (EVEN ABOVE FULL LINE ON DIPSTICK) AND DIPSTICK HAS STRONG SMELL OF GASOLINE. NOT GOOD AS IT SIGNALS FUEL IS MAKING IT'S WAY INTO MY ENGINE OIL. ONCE FUEL MIXES WITH THE OIL IT WILL BREAK DOWN THE VISCOSITY AND ENGINE WILL "WEAR OUR PREMATURELY" OR LEAD TO FAILURE. AS OF TODAY (11/14/18) MY CAR IS NOT STALLING OUT (ABOUT 15K MILES ON IT) BUT MY CONCERN FOR SAFETY IS RISING AS HONDA SEEMS TO BE DRAGGING THEIR FEET REGARDING ADMITTING AND FIXING THIS DANGEROUS ISSUE.

NHTSA ID Number: 11150982

Incident Date October 24, 2018

Complaint Date November 12, 2018

Consumer Location TAYLORS, SC

Vehicle Identification Number 7FARW2H9XJE****

Summary of Complaint

MY 2018 CR-V SUFFERS FROM THE DREADED [OIL DILUTION ISSUE] WHERE GASOLINE GETS INTO THE OIL RAISING THE LEVEL ABOVE THE FULL MARK. THE RESULT IS A STRONG GASOLINE SMELL, SOMETIMES IN THE CABIN BUT ALWAYS WHEN YOU PULL THE DIPSTICK TO CHECK THE OIL. THE OIL LEVEL IS ALWAYS CONSIDERABLY HIGHER THAN THE FULL MARK. I PRESENTED THIS ISSUE TO MY DEALER, AND THEY CONFIRMED THE SMELL OF GAS IN THE OIL, THE HIGH LEVEL AND THE FACT THAT MANY 2017-18 CRV'S SUFFER FROM THIS SAME ISSUE. THEIR UNACCEPTABLE SOLUTION WAS TO CHANGE THE OIL AND MAKE LONGER TRIPS TO TRY TO BURN OFF THE GASOLINE IN THE OIL. THEY ALSO SAID THAT HONDA WOULD BE ISSUING A STATEMENT IN THE FALL ABOUT FIXING THE ISSUE. FIRST A BIT ABOUT THE ISSUE. THERE ARE MANY REPORTS OF CRV OWNERS WITH THIS PROBLEM UNEXPECTEDLY STALLING AND LOSING POWER WHILE IN MOTION. SOME HAVE SUFFERED ACCIDENTS. DOES THIS SOUND LIKE A VEHICLE YOU'D LIKE TO PUT YOUR FAMILY IN? ALSO, DILUTED MOTOR OIL HAS TO HAVE LONG TERM DAMAGING EFFECTS ON THE ENGINE. I AM VERY WORRIED ABOUT THE LONG TERM VALUE OF A CAR THAT WAS SUPPOSED TO HAVE GREAT RESALE VALUE - THAT'S WHY I BOUGHT IT. SO HONDA ROLLS OUT THEIR "FIX", AND I NOTICE THAT THEY'RE ONLY GOING TO ADDRESS WHAT THEY CONSIDER "COLD WEATHER STATES". THEY ALSO PLAN TO ROLL THESE "COULD WEATHER STATE" FIXES OUT OVER A MULTIPLE MONTH SCHEDULE. NOT ACCEPTABLE AT ALL. WHAT ABOUT MY CAR HONDA. I WOULD THINK THAT HONDA WOULD TREAT ALL OF THEIR CUSTOMERS THE SAME AND WOULD WANT TO FIX AS MANY AFFLICTED VEHICLES AS POSSIBLE BECAUSE OF POSSIBLE SAFETY ISSUES. HONDA HAS A VERY LOYAL OWNER-BASE. I BETCHA HOW THEY HANDLE THIS WILL AFFECT PEOPLE'S DECISIONS IN THE FUTURE. I KNOW IT WILL AFFECT MINE.

NHTSA ID Number: 11150906

Incident Date November 2, 2018

Complaint Date November 12, 2018

Consumer Location PLAINFIELD, IL

Vehicle Identification Number 2HKRW2H9XJH* * * *

Summary of Complaint

THIS VEHICLE GETS A TERRIBLE SMELL OF GASOLINE INSIDE THE VEHICLE, ESPECIALLY ON INITIAL START-UP. THIS VEHICLE IS UNPLEASANT TO DRIVE DO TO THIS SMELL, ESPECIALLY IN THE WINTER WITH THE CLIMATE

CONTROL SYSTEM ON. MY WIFE SUFFERS FROM MIGRAINES AND CANNOT RIDE IN THE VEHICLE. THE PROBLEM WAS CONFIRMED BY MY LOCAL HONDA DEALERSHIP, VALLEY HONDA, IN AURORA IL. NO RESOLUTION WAS PROVIDED AS THEY INDICATED THE SMELL IS TIED TO THE WELL KNOW OIL-DILUTION PROBLEM WITH THIS 1.5 TRBO ENGINE, WHICH THEY CONFIRMED THIS VEHICLE ALSO HAS (BUT FOR WHICH NO 'FIX HAS BEEN ISSUED IN THE U.S.) SO NOW, NOT ONLY AM I DAMAGING THE NEW ENGINE WHEN DRIVEN, BUT ALSO THE OCCUPANT HEALTH BY EXPOSING THEM TO GASOLINE FUMES. THIS IS JUST WRONG ON A NEW VEHICLE AND NEEDS A PROACTIVE RECALL ASAP.

NHTSA ID Number: 11150028

Incident Date October 25, 2018

Complaint Date November 8, 2018

Consumer Location WEST SACRAMENTO, CA

Vehicle Identification Number SHHFK7H4XJU****

Summary of Complaint

AT 2025 MILES MY 2018 CIVIC THAT I HAD FOR 2ISH MONTHS STARTED SMELLING LIKE FUEL IN THE CAB. SO I LOOKED IT UP AND THE EARTH DREAMS MOTOR IS HAVING OIL DILUTION PROBLEMS AND IT IS BECOMING MORE COMMON. SO I CHECKED MY OIL AND FOUND MY CAR A QUART OVERFULL WITH FUEL IN MY OIL. I THEN HAD IT TOWED TO THE DEALERSHIP WHERE THEY GAVE IT A FREE OIL CHANGE AND SAID THAT THERE IS NO FIX AND IT IS NORMAL. THE OIL VISCOSITY WILL DETERIORATE EVENTUAL LEAVING ME WITH A KNOCK OR DISABLED ON THE SIDE OF THE ROAD. IT IS AN ISSUE THAT CAN CAUSE A CRASH OR SICKNESS WHEN THE NOXIOUS GAS SMELL COMES BACK. I HAVE NOW PUT 450 MILES ON IT SINCE THE OIL CHANGE AND AM SMELLING FUEL IN MY OIL AGAIN.

NHTSA ID Number: 11149551

Incident Date November 5, 2018

Complaint Date November 5, 2018

Consumer Location AUSTIN, TX

Vehicle Identification Number 2HKRW2H25JH****

Summary of Complaint

AFTER 500KM OF DRIVING, THE OIL LEVEL WAS OVER THE TOP LIMIT AND THERE WAS STRONG GAS SMELL COMING OUT FROM UNDER THE HOOD. THE CAR TAKES A LOT TIME TO WARM UP. VISITED THE SHERWOOD PARK HONDA DEALER ON NOV 5, 2018 FOR THIS PROBLEM, THEY FOUND THE OIL LEVEL WAS 25MM ABOVE THE LIMIT. THEY DISCHARGED SOME OF THE OIL WITHOUT OIL CHANGE. THEY FOUND NO RECALLS ON THIS SO THEY COULDN'T FIX THE PROBLEM BUT THEY CONSIDER THIS PROBLEM AS MINOR AND SAYING PERHAPS THEY FILLED MORE OIL THAN NECESSARY. I CALLED HONDA CANADA TWICE ON NOV 5, 2018 REGARDING THE FIX TO THIS PROBLEM. THE CASE NUMBER IS 1150181. THEY SAID THERE WILL BE AN "UPDATE" ADDRESSING THIS PROBLEM FROM EARLY NOVEMBER, BUT NOT SURE WHETHER MY VEHICLE WILL BE INCLUDED INTO THIS "UPDATE". THEY PROVIDED THE RECALL LINK FOR ME TO CHECK PERIODICALLY. HONDA CANADA MENTIONED DURING THE PHONE CALL THAT IF THE PROBLEM LIKE THIS FOUND, SHERWOOD HONDA SHOULD CALL THE TECHNICAL LINE FOR SUGGESTION. WHEN ASKED WHETHER THEY HAVE CALLED HONDA CANADA REGARDING SUGGESTION OF OIL DILUTION PROBLEM, SHERWOOD HONDA SAID THEY HAVE THE CALL AS WHAT TO DO WITHOUT CONSULTING TO HONDA CANADA.

NHTSA ID Number: 11143916

Incident Date January 3, 2018

Complaint Date October 29, 2018

Consumer Location PORTLAND, OR

Vehicle Identification Number 7FARW2H88JE****

Summary of Complaint

I PURCHASED MY 2018 HONDA CR-V EX-L IN DECEMBER OF 2017. I NOTICED WITHIN A COUPLE OF WEEKS THAT THE ENGINE TEMPERATURE GAUGE WAS EXTREMELY SLOW TO CLIMB, AND OFTENTIMES WOULD "LOSE" TEMPERATURE ON COLDER DAYS. I SPENT TIME TESTING THE CONDITIONS WHEN THE TEMPERATURE GAUGE WOULD FLUCTUATE SO I WOULD HAVE ADDITIONAL INFORMATION TO PROVIDE THE DEALERSHIP. I WOULD DRIVE BOTH STOP-AND-GO, AS WELL AS ON THE HIGHWAY FOR 15-30 MINUTES AT A TIME TO GET THE ENGINE TEMPERATURE NORMAL, AND THEN PULL INTO A PARKING LOT WITH THE ENGINE STILL RUNNING. AFTER ABOUT 2-5 MINUTES, THE ENGINE TEMPERATURE WOULD START TO DROP,

EVENTUALLY DROPPING TO 1-2 INDICATOR MARKS ON THE GAUGE. I WOULD ALSO NO LONGER HAVE ANY HEAT AT THAT POINT (THE HVAC SYSTEM WOULD BLOW COLD). I WENT THROUGH 2 SEPARATE DEALERS TROUBLESHOOTING THIS ISSUE. THE DEALERSHIP I PURCHASED THE CAR FROM HAD IT IN SERVICE THE LONGEST. AFTER MULTIPLE DAYS IN THE SHOP WITH NO UPDATE, I FELT THEY WERE NOT MAKING ANY PROGRESS ON THE ISSUE SO I FILED A COMPLAINT WITH HONDA OF AMERICA. THEY ASSIGNED THE ISSUE TO ONE OF THEIR CUSTOMER ADVOCATES TO OVERSEE THIS SERVICE ISSUE WITH THE CAR. I WAS TOLD BY HONDA OF AMERICA THAT THE ISSUE WAS REFERRED TO THE REGIONAL MANAGER OF SUPPORT FOR HONDA IN MY AREA. AFTER SOME ADDITIONAL TIME IN SERVICE, I WAS TOLD THE ISSUE WAS REVIEWED W/ HONDA'S TECHNICAL / ENGINEERING TEAM WHO DEEMED THIS AS "NORMAL". LAST MONTH I CAME ACROSS MULTIPLE ARTICLES RELATED TO A GASOLINE OIL DILUTION PROBLEM IN 2017/2018 CR-V'S, AND A "SIDE EFFECT" OF THAT PROBLEM BEING LOW ENGINE TEMPERATURE / LOSS OF ENGINE TEMPERATURE. I CHECKED THE OIL DIPSTICK ON THE VEHICLE AND NOTICED A VERY STRONG SMELL OF GASOLINE.

NHTSA ID Number: 11143633

Incident Date October 29, 2018

Complaint Date October 29, 2018

Consumer Location ATLANTIC BEACH, FL

Vehicle Identification Number 1HGCV1F94JA****

Summary of Complaint

STRONG ODOR OF GASOLINE IN THE ENGINE AND RISING OIL LEVEL. CAR DOESN'T EVEN HAVE 200 MILES ON IT! THIS IS NOT WHAT I HAD EXPECTED FROM A HONDA.

NHTSA ID Number: 11142994

Incident Date July 24, 2018

Complaint Date October 26, 2018

Consumer Location FAIRMONT, WV

Vehicle Identification Number 2HKRW2H5XJH****

Summary of Complaint

I HAVE THE OIL DILUTION PROBLEM WITH MY 2018 CR-V. I BOUGHT THE CAR IN MARCH OF THIS YEAR, BRAND NEW. I CURRENTLY HAVE 9000 MILES AND HAD TO HAVE THE OIL CHANGED FOUR TIMES DUE TO GAS MIXING WITH THE OIL, STRONG GAS ODOR AND OIL OVER FULL. I HAVE ALSO HAD AN ISSUE WITH ALL THE WARNING LIGHTS COMING ON AT ONCE AND CYCLING OVER AND OVER, THIS HAS HAPPENED AT LEAST THREE TIMES. I CONTACTED HONDA AMERICA AND WAS TOLD THIS WAS A NORMAL OCCURRENCE AND NO HARM WILL COME TO MY ENGINE. I DID NOT KNOW THIS WAS AN ISSUE UNTIL THE CHECK ENGINE LIGHT CAME ON.

NHTSA ID Number: 11142146

Incident Date October 1, 2018

Complaint Date October 23, 2018

Consumer Location GREENSBORO, NC

Vehicle Identification Number 2HKRW2H87JH* * * *

Summary of Complaint

WHEN TURNING LEFT ONTO 4-LANE HIGHWAY, THE VEHICLE EXHIBITED UNEXPECTED SEVERE HESITATION. I TOOK THE VEHICLE TO A DEALER ASKING FOR DIAGNOSIS, AND ANY ECU OR CVT SOFTWARE UPDATES. ON 10/4/2018 THE DEALER "COULD NOT REPLICATE" AND REPORTED SOFTWARE IS UP TO DATE. SEE ATTACHED INVOICE. ON 10/5/18 I READ THE CONSUMER'S UNION REPORT REGARDING ENGINE OIL DILUTION ON THIS VEHICLE. WHILE THE FILL LEVEL ON MY DIPSTICK IS —1/8TH INCH ABOVE FULL, NO GASOLINE SMELL FROM THE DIPSTICK OR INTERIOR HAS OCCURRED TO DATE.

NHTSA ID Number: 11141573

Incident Date October 13, 2018

Complaint Date October 20, 2018

Consumer Location HOOVER, AL

Vehicle Identification Number 5J6RW1H91JL****

Summary of Complaint

THIS IS AN ADDENDUM TO COMPLAINT NUMBER 11140475. BESIDES A MAINTENANCE ISSUE OF THE OIL DILUTION BY GASOLINE LEAKAGE INTO THE CRANKCASE, AS REPORTED IN THAT COMPLAINT, THERE IS A SAFETY ISSUE WITH THE GASOLINE MIXING WITH THE ENGINE OIL ON THE 1.5 LITER TURBO. THERE ARE RAW GASOLINE FUMES IN THE PASSENGER COMPARTMENT WITH THE ENGINE RUNNING IN CITY TRAFFIC. THIS HAS CAUSED HEADACHES AND NAUSEA TO CHILDREN IN THE REAR PASSENGER SEAT AND PROBLEMS FOR THE DRIVER AS WELL. THE ONLY SOURCE OF THE GAS FUMES APPEARS TO BE THE GAS LEAKAGE INTO THE ENGINE.

NHTSA ID Number: 11121250

Incident Date May 9, 2018

Complaint Date August 21, 2018

Consumer Location Unknown Vehicle

Identification Number 7FARW2H5XJE****

Summary of Complaint

AFTER DRIVING A SHORT DISTANCE ON A CITY STREET, I NOTICED A GAS SMELL IN THE CABIN. UPON ADDITIONAL RESEARCH, I LEARNED THAT OTHER CR-V OWNERS HAVE EXPERIENCED THE SAME SITUATION WITH OIL DILUTION (GAS GETTING MIXED IN WITH OIL). WHEN I CHECKED THE OIL, THE LEVEL WAS OVER WHAT IS SHOULD BE AND THE DIPSTICK SMELLED OF GAS.

NHTSA ID Number: 11112866

Incident Date July 21, 2018

Complaint Date July 21, 2018

Consumer Location HOUSTON, TX

Vehicle Identification Number 7FARW1H54JE****

Summary of Complaint

NEW 2018 CR-V WAS PURCHASED IN FEBRUARY. WITH SOME REPORTED ISSUES WITH OIL DILUTION REPORTED ON 2017 CR-V MODELS I KEPT A CLOSE WATCH ON THE OIL LEVEL. NO ISSUE BEFORE OR AFTER THE 1ST OIL CHANGE FROM THE DEALERSHIP. (6000MILES) THIS WEEK AFTER A RANDOM CHECK ON THE OIL LEVEL I DISCOVERED IT WAS WAY ABOVE THE

NORMAL LEVEL OIL LEVEL WITH DEFINITE GASOLINE SMELL. I TOOK IT TO A HONDA DEALER AND THEY CHECKED THE VEHICLE OVER (10000 MILES) AFTER COMPREHENSIVE TESTING INCLUDING EACH INDIVIDUAL CYLINDER THEY COULD FIND NO ISSUES. (HONDA TECH LINE WAS INVOLVED)THE DEALER SERVICE REP COMMENTED THAT THEY HAD NO FIX FOR THE ISSUE AND THAT THERE WAS NO RECALL. I WAS GIVEN A FREE OIL/FILTER CHANGE AND SENT ON MY WAY. I TOOK THE CAR TO WORK AFTER THE DEALERSHIP AND THEN HOME (40 MILES TOTAL APPROX.) AFTER SITTING OVERNIGHT I CHECKED THE DIPSTICK TODAY AND THE LEVEL IS RIGHT WHERE THE ORANGE PLASTIC INDICATOR PIECE MEETS THE METAL DIPSTICK. ALREADY ABOVE NORMAL AGAIN. OIL WAS VERY SOUPY DRIPPING FROM DIPSTICK (NORMAL 0-20W OIL DOES NOT DO THIS) SO JUST OVERNIGHT THE PROBLEM HAS RETURNED, NOT IN A COLD CLIMATE. NO EXCESSIVE IDLING SINCE YESTERDAY AFTER THE OIL CHANGE. I THINK THE REASON MORE PEOPLE HAVE NOT REPORTED THIS IS MANY HAVE NOT CHECKED THEIR DIPSTICK/ OIL LEVEL. AND WHY WOULD YOU IF YOU ARE DRIVING A NEW CAR. OIL IS BREAKING DOWN THE LUBRICATION OF THE OIL. THIS IS A VERY SERIOUS PROBLEM ESPECIALLY FOR A CAR WITH A TURBO WHICH DEPENDS ON THAT OIL. TICKING TIME BOMB FOR HONDA AND SADLY FOR ME AS WELL.

NHTSA ID Number: 11096549

Incident Date May 9, 2018

Complaint Date May 17, 2018

Consumer Location SAINT CLAIR SHORES, MI

Vehicle Identification Number 7FARW2H5XJE****

Summary of Complaint

AFTER DRIVING A SHORT DISTANCE ON A CITY STREET, I NOTICED A STRONG GAS SMELL IN THE CABIN. I HAVE SINCE READ ON SOCIAL MEDIA AND WEBSITES WHERE OTHER CR-V OWNERS HAVE EXPERIENCED THE SAME PROBLEM AND THERE IS AN OIL DILUTION PROBLEM. EVERY TIME I CHECK THE OIL LEVEL, I CAN SMELL GAS ON THE DIPSTICK. I AM AWARE HONDA HAS ISSUED A RECALL IN CHINA FOR THIS SAME ISSUE. THEY NEED TO FIX THE PROBLEM IN THE U.S. AS WELL AND DO IT IMMEDIATELY.

NHTSA ID Number: 11094155

Incident Date May 16, 2018

Complaint Date May 16, 2018

Consumer Location LEAWOOD, KS

Vehicle Identification Number 7FARW2H9XJE****

Summary of Complaint

BOUGHT A BRAND NEW 2018 FULLY LOADED TOURING CR-V 3 DAYS AGO ON MONDAY. FILING THIS REPORT ON WEDNESDAY. THE CAR HAS ONLY 35 MILES ON IT AS I WRITE THIS. WE DROVE ROUGHLY 25 MILES TOTAL SINCE LEAVING THE DEALERSHIP. AFTER HEARING ABOUT OIL DILUTION PROBLEMS ENCOUNTERED BY OTHER DRIVERS, I DECIDED TO CHECK THE OIL TO SEE IF IT SMELLED LIKE GASOLINE JUST IN CASE. FYI, IT WAS PARKED IN OUR ENCLOSED GARAGE. I WAS SHOCKED THAT IT ACTUALLY DID SMELL, BUT IT DIDN'T JUST SMELL A LITTLE. IT SMELLED LIKE WHEN YOU GET GASOLINE ON YOUR HANDS. I IMMEDIATELY TOOK IT BACK TO THE DEALERSHIP WITH THE PAPER TOWEL IN HAND. EVERY SALESPERSON AND TECHNICIAN I HANDED THE PAPER TOWEL TO CONFIRMED THE OIL FROM THE DIPSTICK THAT WAS WIPED ON THE TOWEL SMELLED LIKE GASOLINE. THEY ARE REVIEWING THE PROBLEM, AND HAVE DECIDED TO SPEND MORE TIME LOOKING AT IT DUE TO MY CONCERNS. SOUNDS MORE SERIOUS, BUT I DON'T WANT TO ASSUME. I AM CONCERNED THIS PROBLEM WHICH IS KNOWN IN CHINA AND JAPAN WILL GROW TO BE LIKE THE OTHER COMPLAINTS REGISTERED WITH THE NHSTA. CHINA HAS HALTED SALES OF THE CR-V UNTIL THEY CAN DETERMINE A REASONABLE FIX. APPARENTLY A RECALL TO ADJUST SOFTWARE TIMINGS WAS NOT ENOUGH. ALSO SHOULD MENTION HONDA CANADA IS MONITORING THIS AND SENT A BULLETIN TO THEIR DEALERS.

NHTSA ID Number: 11092009

Incident Date May 1, 2018

Complaint Date May 5, 2018

Consumer Location SIMI VALLEY, CA

Vehicle Identification Number 2HKRW1H57JH****

Summary of Complaint

OIL DILUTION IN THE ENGINE! GAS FUMES SMELL IN THE CABIN DUE TO IT!

NHTSA ID Number: 11079886

Incident Date March 16, 2018

Complaint Date March 16, 2018

Consumer Location EYOTA, MN

Vehicle Identification Number 5J6RW2H81JL****

Summary of Complaint

LIKE MANY OTHER 2017-2018 HONDA CR-V OWNERS, I DISCOVERED A SIGNIFICANT AMOUNT OF GASOLINE IN THE OIL RESERVOIR OF MY VEHICLE AFTER NORMAL USAGE. IN LESS THAN A MONTH OF OWNERSHIP AND LESS THAN 1,000 MILES DRIVEN, MY CR-V'S OIL RESERVOIR WAS 0.5 QUARTS OVER FULL DUE TO DILUTION FROM UNCOMBUSTED GASOLINE. THIS PROBLEM AND ITS CAUSE HAVE BEEN DOCUMENTED BY CR-V OWNERS ON MULTIPLE OTHER WEBSITES AND FORUMS. WHEN I PULLED THE OIL DIPSTICK FROM MY CR-V'S ENGINE, I IMMEDIATELY SMELLED GASOLINE AND RECOGNIZED THAT EXCESSIVE DILUTION HAD OCCURRED. I AM GREATLY CONCERNED ABOUT THE PERFORMANCE, SAFETY, AND LONGEVITY OF MY CR-V'S ENGINE DUE TO THIS DEFICIENCY. FURTHERMORE, I AM QUESTIONING THE SAFETY OF THE 2017-2018 HONDA CR-V GIVEN THAT MULTIPLE CR-V OWNERS HAVE DOCUMENTED STALLED ENGINES AND ENGINE DAMAGE DUE TO THIS PROBLEM. I AM THANKFUL I CAUGHT THIS PROBLEM IN MY CR-V BEFORE THE CHECK ENGINE LIGHT CAME ON OR BEFORE MY ENGINE STALLED; HOWEVER, OIL DILUTION WILL CONTINUE TO PLAGUE THESE VEHICLES UNTIL HONDA PROVIDES A LONG-TERM SOLUTION OR RECALL.

ANSWER: AHM lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 104 and therefore denies the same. AHM denies the remaining allegations in this paragraph.

CLASS ACTION ALLEGATIONS

105. Plaintiffs bring this action on behalf of themselves, and on behalf of the following nationwide class pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the nationwide class consists of the following:

Nationwide Class: All persons or entities in United States who are current or former owners and/or lessees of a Class Vehicle (the “Nationwide Class”).

ANSWER: Paragraph 105 contains allegations regarding Plaintiffs’ proposed nationwide class definition and does not require a response. AHM denies that Plaintiffs have properly defined a class or that the proposed class can be certified.

106. In the alternative to the Nationwide Class, and pursuant to Fed. R. Civ. P. 23(c)(5), Plaintiffs seek to represent the following state classes only in the event that the Court declines to certify the Nationwide Class above:

Minnesota Class: All persons or entities in Minnesota who are current or former owners and/or lessees of a Class Vehicle (the “Minnesota Class”).

Colorado Class: All persons or entities in Florida who are current or former owners and/or lessees of a Class Vehicle (the “Colorado Class”).

Illinois Class: All persons or entities in California who are current or former owners and/or lessees of a Class Vehicle (the “Illinois Class”).

ANSWER: Paragraph 106 contains allegations regarding Plaintiffs’ proposed definition of state sub-classes and does not require a response. AHM denies that Plaintiffs have properly defined the sub-classes or that the proposed sub-classes can be certified.

107. Together, the Minnesota Class, Colorado Class, and Illinois Class shall be collectively referred to herein as the “State Sub-Classes.” Excluded from the Classes are Defendants, their affiliates, employees, officers and directors, persons or entities that purchased the Class Vehicles for resale, and the Judge(s) assigned to this case. Plaintiffs reserve the right to modify, change or expand the Class definitions.

ANSWER: Paragraph 107 contains allegations regarding Plaintiff's proposed definition of state sub-classes and does not require a response. AHM denies that Plaintiffs have properly defined the sub-classes or that the proposed sub-classes can be certified.

108. Numerosity: Upon information and belief, the Classes are so numerous that joinder of all members is impracticable. While the exact number and identities of individual members of the Classes are unknown at this time, such information being in the sole possession of Honda and obtainable by Plaintiffs only through the discovery process, Plaintiffs believe that tens of thousands of Class Vehicles have been sold and leased in each of the states that are the subject of the Classes.

ANSWER: The allegations in Paragraph 108 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

109. Existence and Predominance of Common Questions of Fact and Law: Common questions of law and fact exist as to all members of the Classes. These questions predominate over the questions affecting individual Class members. These common legal and factual questions include, but are not limited to:

- a. whether the engines in the Class Vehicles are predisposed to premature failure;
- b. whether the engines in the Class Vehicles contain a manufacturing defect;
- c. whether the defective PCV system is common to all or some of the Class Vehicles;
- d. if so, whether the Engine Defect causes engines to fail in the Class Vehicles;

- e. whether Defendants knowingly failed to disclose the existence and cause of the Engine Defect in Class Vehicles;
- f. whether Defendants' conduct violates the Minnesota, Colorado, and/or Illinois consumer protection statutes;
- g. whether, as a result of Defendants' omissions and/or misrepresentations of material facts related to the Engine Defect, Plaintiffs and members of the Class have suffered ascertainable loss of monies and/or property and/or value;
- h. whether, as a result of Defendants' omissions and/or misrepresentations of material facts related to the Engine Defect, Plaintiffs and members of the Class have suffered an increased cost of maintenance related to the Class Vehicles; and
- i. whether Plaintiffs and Class members are entitled to monetary damages and/or other remedies and, if so, the nature of any such relief.

ANSWER: The allegations in Paragraph 109 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

110. Typicality: All of the Plaintiffs' claims are typical of the claims of the Classes since Plaintiffs purchased Class Vehicles with Engine Defects, as did each member of the Class. Furthermore, Plaintiffs and all members of the Classes sustained monetary and economic injuries including, but not limited to, ascertainable loss arising out of Honda's wrongful conduct. Plaintiffs are advancing the same claims and legal theories on behalf of themselves and all absent Class members.

ANSWER: The allegations in Paragraph 110 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

111. Adequacy: Plaintiffs are adequate representatives because their interests do not conflict with the interests of the Classes that they seek to represent, they have retained counsel competent and highly experienced in complex class action litigation, and they intend to prosecute this action vigorously. The interests of the Classes will be fairly and adequately protected by Plaintiffs and their counsel.

ANSWER: The allegations in Paragraph 111 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

112. Superiority: A class action is superior to all other available means of fair and efficient adjudication of the claims of Plaintiffs and members of the Classes. The injury suffered by each individual Class member is relatively small in comparison to the burden and expense of individual prosecution of the complex and extensive litigation necessitated by Honda's conduct. It would be virtually impossible for members of the Classes to individually and effectively redress the wrongs done to them. Even if the members of the Classes could afford such individual litigation, the court system could not.- Individualized litigation presents a potential for inconsistent or contradictory judgments. Individualized litigation also increases the delay and expense to all parties, and to the court system, presented by the complex legal and factual issues of the case. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Upon information and belief, members of the Classes can be readily identified and notified based

on, inter alia, Honda's vehicle identification numbers (VINs), warranty claims, registration records, and the database of complaints.

ANSWER: The allegations in Paragraph 112 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

113. **Injunctive Relief:** Pursuant to Fed. R. Civ. P. 23(b)(2), Honda has acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief, corresponding declaratory relief, or final equitable relief with respect to the class as a whole.

ANSWER: The allegations in Paragraph 113 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

VIOLATIONS ALLEGED

COUNT I

VIOLATION OF THE MINNESOTA PREVENTION OF CONSUMER FRAUD ACT (MINN. STAT. § 325F.68-70)

(On Behalf of the Minnesota Class)

114. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 114.

115. Plaintiffs and members of the Classes are each "persons" as defined by the Minnesota Prevention of Consumer Fraud Act ("MPCFA"), MINN. STAT. § 325F.68(2). The Class Vehicles sold or leased to Plaintiffs and the Classes are "Merchandise" as defined by MINN. STAT. § 325F.68(2).

ANSWER: The allegations in Paragraph 115 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

116. The MPCFA makes unlawful “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby.” MINN. STAT. § 325F.69(1). The MPCFA further provides that “any person injured by a violation of [the MPCFA] may bring a civil action and recover damages, together with costs and disbursements, including costs of investigation and reasonable attorney’s fees, and receive other equitable relief as determined by the court.” MINN. STAT. § 8.31(3a).

ANSWER: AHM states that the MPCFA speaks itself and to the extent the allegations in Paragraph 116 vary therewith, AHM denies same. Further, the allegations in Paragraph 116 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

117. Honda engaged in unlawful conduct in violation of the MPCFA by making knowing and intentional omissions. Honda knowingly failed to disclose the manufacturing and/or material Engine Defect in the Class Vehicles in order to secure the sale of the Vehicles, and to offer them at a premium price.

ANSWER: Denied.

118. Furthermore, when the engines in the Class Vehicles fail to function properly and require repair due to the Engine Defect, Honda also does not reveal to Class members

that such premature engine failure is the result of a manufacturing and/or material defect actually caused by Honda. Instead, Class members are forced to pay out of pocket for repairs necessitated by Defendant's defective product.

ANSWER: Denied.

119. Honda did not fully and truthfully disclose to its customers the true nature of the inherent defect in the engines, which was not readily discoverable until after the Vehicles were purchased. As a result, Plaintiffs and the other Class members were fraudulently induced to lease and/or purchase the Class Vehicles with the said Engine Defect and all of the resultant problems. These facts that Honda concealed were solely within its possession.

ANSWER: Denied.

120. Honda intended that Plaintiffs and all Class members rely on the acts of concealment and omissions, so that they would purchase the Class Vehicles.

ANSWER: Denied.

121. Defendant's conduct caused Plaintiffs and Class members to suffer an ascertainable loss. In addition to direct monetary losses, Plaintiffs and Class members have suffered an ascertainable loss by receiving less than what was promised.

ANSWER: Denied.

122. A causal relationship exists between Defendant's unlawful conduct and the ascertainable losses suffered by Plaintiffs and the Classes. Had the Engine Defect in the Class Vehicles been disclosed, consumers would not have purchased them or would have paid less for the Class Vehicles had they decided to purchase them.

ANSWER: Denied.

123. Plaintiffs and the Classes sustained damages as a result of Defendant's unlawful acts and are, therefore, entitled to damages and other relief as provided under the MPCFA.

ANSWER: Denied.

COUNT II
VIOLATION OF THE COLORADO CONSUMER PROTECTION ACT

(On Behalf of the Colorado Class)

124. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 124.

125. Colorado's Consumer Protection Act (the "CCPA") prohibits a person from engaging in a "deceptive trade practice," which includes knowingly making "a false representation as to the source, sponsorship, approval, or certification of goods," or "a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods." Colo. Rev. Stat. § 6-1-105(1)(b), (e). The CCPA further prohibits "represent[ing] that goods . . . are of a particular standard, quality, or grade . . . if he knows or should know that they are of another," and "advertis[ing] goods . . . with intent not to sell them as advertised." Colo. Rev. Stat. § 6-1-105(1)(g), (i).

ANSWER: AHM states that the CCPA speaks itself and to the extent the allegations in Paragraph 125 vary therewith, AHM denies same. Further, the allegations in

Paragraph 125 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

126. Honda is a “person” within the meaning of Colo. Rev. Stat. § 6-1102(6).

ANSWER: The allegations in Paragraph 126 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

127. Honda has engaged in unfair competition and unfair, unlawful or fraudulent business practices by the practices described above, and by knowingly and intentionally concealing from Plaintiffs and Class members the fact that the Class Vehicles suffer from a manufacturing defect (and the costs, risks, and diminished value of the Vehicles as a result of this problem), which was not readily discoverable until after purchase. Honda should have disclosed this information because it was in a superior position to know the true facts related to this defect, and Plaintiffs and Class members could not reasonably be expected to learn or discover the true facts related to this defect until after manifestation of the defect.

ANSWER: Denied.

128. Honda’s actions as set forth above occurred in the conduct of trade or commerce.

ANSWER: The allegations in Paragraph 128 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

129. Honda’s conduct proximately caused injuries to Plaintiff Biggs and the Colorado Class Members.

ANSWER: Denied.

130. Plaintiff Biggs and the other Class members have suffered an injury in fact, including the loss of money or property, as a result of Defendant's unfair, unlawful, and/or deceptive practices. In purchasing their Class Vehicles, Plaintiffs and the other Class members relied on the misrepresentations and/or omissions of Honda with respect to the reliability of the Class Vehicles. Defendant's representations were untrue because the Class Vehicles are defective. Had Plaintiff Biggs and the other Class members known this, they would not have purchased their Class Vehicles and/or paid as much for them. Accordingly, Plaintiff Biggs and the other Class members overpaid for their Class Vehicles and did not receive the benefit of their bargain.

ANSWER: Denied.

131. Plaintiff Biggs and the Colorado Class Members were injured as a result of Defendant's conduct in that they overpaid for their Class Vehicles and did not receive the benefit of their bargain, and their Class Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Defendant's misrepresentations and omissions.

ANSWER: Denied.

COUNT III
VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE
BUSINESS PRACTICES ACT

(On Behalf of the Illinois Class)

132. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 132.

133. Honda is a “person” as that term is defined in 815 Ill. Comp. Stat. § 505/1(c).

ANSWER: The allegations in Paragraph 133 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

134. Plaintiff Mattison and the Illinois Class are “consumers” as that term is defined in 815 Ill. Comp. Stat. § 505/1(e).

ANSWER: The allegations in Paragraph 134 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

135. The purpose of the Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois CFA”) is to enjoin trade practices which confuse or deceive the consumer. The Illinois CFA prohibits “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression, or omission of any material fact, with intent that others rely upon the concealment, suppression, or omission of such material fact . . . in the conduct of trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby.” 815 Ill. Comp. Stat. § 505/2.

ANSWER: AHM states that the Illinois CFA speaks itself and to the extent the allegations in Paragraph 135 vary therewith, AHM denies same. Further, the allegations in Paragraph 135 contain legal conclusions to which no response is required, and on that basis AHM denies the same. AHM denies all further allegations in this paragraph.

136. Honda participated in deceptive trade practices that violated the Illinois CFA as described below and alleged throughout the Complaint. By failing to disclose the defect, by concealing the defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and efficiency, and stood behind its vehicles after they were sold, Honda knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Honda systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and the defect in the course of its business.

ANSWER: Denied.

137. Honda engaged in unfair or deceptive practices prohibited by the Illinois CFA, including: (1) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; and (3) advertising the Class Vehicles with the intent not to sell them as advertised.

ANSWER: Denied.

138. Honda also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles.

ANSWER: Denied.

139. Defendant's unfair and deceptive acts or practices occurred repeatedly in Defendant's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

ANSWER: Denied.

140. Defendant's methods of competition and unfair and deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

ANSWER: Denied.

141. Honda knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

ANSWER: Denied.

142. Honda knew or should have known that its conduct violated the Illinois CFA.

ANSWER: Denied

143. Plaintiff Mattison and the Illinois Class reasonably relied on Honda's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

ANSWER: Denied.

144. Had Illinois Plaintiffs and the Illinois Class known that the Class Vehicles were defective, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Defendant's misconduct.

ANSWER: Denied.

145. Honda owed the Illinois Class a duty to disclose the truth about the defect because Defendant: (a) possessed exclusive knowledge of the Class Vehicles and the defect; (b) intentionally concealed it; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material facts that contradicted these representations.

ANSWER: Denied.

146. Due to Honda's specific and superior knowledge that the engines in the Class Vehicles will fail due to the defect, its false representations regarding the Class Vehicles, and reliance by the Illinois Class on these material representations, Honda had a duty to disclose to Class members that the defect will cause failure in Class Vehicles, that Class Vehicles do not have the advertised or expected durability, reliability, and/or safety that Honda guaranteed, that the defect will cause damage to Class Vehicle engines and engine systems, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information, Honda had the duty to disclose not just the partial truth, but the entire truth.

ANSWER: Denied.

147. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by the Illinois Class. Longevity, durability, performance, and safety are material concerns to consumers. Honda represented to the Illinois Class that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior

characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before the engine parts and vehicle systems are damaged by the defect.

ANSWER: Denied.

148. Plaintiff Mattison and the Illinois Class suffered injury in fact to a legally protected interest. As a result of Defendant's conduct, they were harmed and suffered actual damages in the form of the diminished value of their vehicles.

ANSWER: Denied.

149. As a result of Defendant's conduct, Plaintiff Mattison and the Illinois Class were harmed and suffered actual damages as a result of Defendant's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles that do not perform as advertised.

ANSWER: Denied.

150. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiff Mattison and the Illinois Class suffered and will continue to suffer injury in fact and/or actual damages.

ANSWER: Denied.

151. Defendant's violations present a continuing risk to Plaintiff Mattison and the Illinois Class as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

ANSWER: Denied.

152. Pursuant to 815 Ill. Comp. Stat. § 505/10a(a), Plaintiff Mattison and the Illinois Class seek monetary relief against Honda in the amount of actual damages, as well

as punitive damages because Honda acted with fraud and/or malice and/or was grossly negligent.

ANSWER: AHM admits Plaintiff Mattison and the Illinois Class seek monetary relief against Honda. AHM denies Plaintiff Mattison or the Illinois Class can state a claim or are entitled to relief.

153. Plaintiff Mattison and the Illinois Class also seek attorneys' fees, and any other just and proper relief available under 815 Ill. Comp. Stat. § 505/1, et seq.

ANSWER: AHM admits Plaintiff Mattison and the Illinois Class seek attorneys' fees and other relief against Honda. AHM denies Plaintiff Mattison or the Illinois Class can state a claim or are entitled to relief.

COUNT IV
BREACH OF EXPRESS WARRANTY

(On Behalf of the Nationwide Class and State Sub-Classes)

154. Plaintiffs and the Classes incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 154.

155. Defendants expressly warranted that the Class Vehicles were of high quality and, at a minimum, would actually work properly. Honda also expressly warranted that it would repair and/or replace defects in material and/or workmanship free of charge that occurred during the New Vehicle Limited Warranty, Powertrain Limited Warranty and certified pre-owned ("CPO") warranty periods.

ANSWER: AHM states that all express warranties, including the New Vehicle Limited Warrant, the Powertrain Limited Warrant, and the certified pre-owned warranty speak for themselves and to the extent the allegations in Paragraph 155 vary therewith, AHM denies same. AHM denies all further allegations in this paragraph.

156. Defendants breached these warranties by selling to Plaintiffs and Class members the Class Vehicles with known engine problems, which are not of high quality, and which fail prematurely and/or fail to function properly.

ANSWER: Denied.

157. As a result of the Defendants' actions, Plaintiffs and Class members have suffered economic damages including but not limited to costly repairs, loss of vehicle use, substantial loss in value and resale value of the vehicles, and other related damage.

ANSWER: Denied.

158. Defendants' attempt to disclaim or limit these express warranties vis-a-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Defendants' warranty limitations are unenforceable because it knowingly sold a defective product without informing consumers about the manufacturing and/or material defect. Furthermore, Defendants continue to charge Class members for repairing the defective engines — if it repairs them at all -- when in fact such repairs are actually necessitated because of Defendants' defective product.

ANSWER: Denied.

159. The time limits contained in Defendants' warranty periods were also unconscionable and inadequate to protect Plaintiffs and members of the Class. Among

other things, Plaintiffs and Class members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Defendants. A gross disparity in bargaining power existed between Honda and Class members, and Honda knew or should have known that the Class Vehicles were defective at the time of sale and would fail well before their useful lives.

ANSWER: Denied.

160. Plaintiffs and Class members have complied with all obligations under the warranties, or otherwise have been excused from performance of said obligations as a result of Defendants' conduct described herein.

ANSWER: AHM lacks any knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 160 and therefore denies the same. Further, the allegations in Paragraph 160 contain legal conclusions to which no response is required, and on that basis AHM denies the same

COUNT V
BREACH OF IMPLIED WARRANTY

(On Behalf of the Nationwide Class and State Sub-Classes)

161. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 161.

162. A warranty that the Class Vehicles were in merchantable condition is implied by law.

ANSWER: The allegations in Paragraph 162 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

163. These Class Vehicles, when sold and at all times thereafter, were not in merchantable condition and are not fit for the ordinary purpose for which cars are used. Specifically, the Class Vehicles are inherently defective in that there are defects in the Class Vehicles' engines, which are not of high quality, and which fail prematurely and/or fail to function properly.

ANSWER: Denied.

164. Honda was provided notice of these issues by numerous informal and formal complaints filed against them, including the instant Complaint, and by numerous individual letters and communications sent by Plaintiffs and other Class members.

ANSWER: The allegations in Paragraph 164 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

165. As a direct and proximate result of Defendant's breach of the warranties of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

ANSWER: Denied.

COUNT VI
COMMON LAW FRAUD

(On Behalf of the Nationwide Class and State Sub-Classes)

166. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 166.

167. Defendants made material omissions concerning a presently existing or past fact. For example, Defendants did not fully and truthfully disclose to its customers the defective nature of the Class Vehicles' engines, which was not readily discoverable until after the Vehicles were purchased. As a result, Plaintiffs and the other Class members were fraudulently induced to lease and/or purchase the Class Vehicles with the said Engine Defect and all of the resultant problems.

ANSWER: Denied.

168. These omissions were made by Honda with knowledge of their falsity, and with the intent that Plaintiffs and Class members rely upon them.

ANSWER: Denied.

169. Plaintiffs and Class members reasonably relied on these omissions, and suffered damages as a result.

ANSWER: Denied.

COUNT VII
BREACH OF THE DUTY OF GOOD FAITH AND FAIR DEALING
(On Behalf of the Minnesota Sub-Class)

170. Plaintiffs and the Class incorporate by reference each preceding and succeeding paragraph as though fully set forth at length herein.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 170.

171. Every contract in Minnesota contain an implied covenant of good faith and fair dealing. The implied covenant of good faith and fair dealing is an independent duty and may be breached even if there is no breach of a contract's express terms.

ANSWER: The allegations in Paragraph 171 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

172. Defendants breached the covenant of good faith and fair dealing through malicious conduct by, inter alia, failing to notify Plaintiffs and Class members of the Engine Defect in the Class Vehicles, and failing to fully and properly repair this defect.

ANSWER: Denied.

173. Defendants acted in bad faith and/or with a malicious motive to deny Plaintiffs and Class members some benefit of the bargain originally intended by the parties, thereby causing them injuries in an amount to be determined at trial.

ANSWER: Denied.

COUNT VIII
UNJUST ENRICHMENT

(On Behalf of the Nationwide Class and State Sub-Classes)

174. Plaintiffs and the Class incorporate the foregoing allegations. This count is pled in the alternative to the contract-based claims.

ANSWER: AHM repeats and realleges the responses set forth above as if full stated herein as and for its answer to Paragraph 174.

175. Plaintiffs and members of the Class conferred a benefit on Defendants.

ANSWER: The allegations in Paragraph 175 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

176. Defendants had knowledge that this benefit was conferred upon them.

ANSWER: The allegations in Paragraph 176 contain legal conclusions to which no response is required, and on that basis AHM denies the same.

177. Defendants have been and continue to be unjustly enriched at the expense of Plaintiffs, and their retention of this benefit under the circumstances would be inequitable.

ANSWER: Denied.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and members of the Classes, respectfully requests that this Court:

A. determine that the claims alleged herein may be maintained as a class action under Rule 23 of the Federal Rules of Civil Procedure, and issue an order certifying the Classes as defined above;

B. appoint Plaintiffs as the representative of the Classes and their counsel as Class counsel;

C. award all actual, general, special, incidental, statutory, and consequential damages to which Plaintiffs and Class members are entitled;

D. award pre-judgment and post-judgment interest on such monetary relief;

E. grant appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Honda to repair, recall, and/or replace the Class Vehicles

and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the manufacturing defect;

F. award reasonable attorney's fees and costs; and

G. grant such further relief that this Court deems appropriate.

ANSWER: AHM denies that Plaintiffs or the putative class or sub-classes are entitled to any of the relief requested in Plaintiffs' Prayer for Relief.

GENERAL DENIAL

AHM denies each and every allegation of Plaintiffs' Class Action Complaint not specifically admitted herein.

AFFIRMATIVE AND OTHER DEFENSES

AHM's affirmative defenses to Plaintiffs' Class Action Complaint are set forth below. By setting forth the following allegations and defenses, however, AHM does not assume the burden of proof on matters and issues other than those on which AHM has the burden of proof as a matter of law.

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Class Action Complaint fails to state any claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

The sales contracts pursuant to which Plaintiffs and/or some or all members of the proposed class purchased or leased their vehicles contain arbitration clauses that may require some or all of the claims asserted herein to be resolved through arbitration.

THIRD AFFIRMATIVE DEFENSE

Some of all of the claims made in Plaintiffs' Class Action Complaint, including claims made on behalf of the proposed putative class, are barred because the named Plaintiffs and/or members of the proposed putative class lack Article III or statutory standing.

FOURTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class may be barred, in whole or in part, to the extent any injury sustained by Plaintiffs and/or members of the proposed class were proximately and actually caused, in whole or in part, by the acts or omissions on the part of Plaintiffs and/or others for whose conduct Defendant is not responsible.

FIFTH AFFIRMATIVE DEFENSE

Any claims for damages or other monetary recovery by Plaintiffs and/or members of the proposed class must be offset and reduced by the value received from the vehicles purchased or leased.

SIXTH AFFIRMATIVE DEFENSE

Any claims for incidental or consequential damages are barred by written disclaimers.

SEVENTH AFFIRMATIVE DEFENSE

If any persons or entities claiming to be members of the proposed class have settled or released their claims, they may be barred from recovery, in whole or in part, by such settlements or releases.

EIGHTH AFFIRMATIVE DEFENSE

If any persons claiming to be members of the proposed class have resolved similar or the same claims as those alleged in Plaintiffs' Class Action Complaint, they may be barred from recovery, in whole or in part, on the ground that they are subject to the defense of accord and satisfaction.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claims for breach of the implied warranty of merchantability are barred because their vehicles were in fact merchantable and fit for the purposes intended when the vehicles were sold or leased.

TENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class are time-barred under the applicable statute of limitations.

ELEVENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class are barred, in whole or in part, based on the doctrines of waiver, estoppel and/or laches.

TWELFTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class are barred, in whole or in part, to the extent they engaged in unlawful, inequitable, or improper conduct.

THIRTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class may be barred, in whole or in part, based upon the improper use or maintenance of their vehicles or the misuse, abuse, unauthorized or unreasonable use of their vehicles.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs and/or members of the proposed class whose vehicles have been altered, modified, or changed are barred, in whole or in part, from recovery.

FIFTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class are barred, in whole or in part, to the extent they have failed to mitigate damages and/or have caused some or all of the alleged damage of which they now complain.

SIXTEENTH AFFIRMATIVE DEFENSE

The claims of Plaintiffs and/or members of the proposed class may be barred, in whole or in part, because Plaintiffs and members of the proposed class cannot meet their burden of showing that any acts, conduct, statement or omissions on the part of Defendant were likely to mislead.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' action is not properly maintained as a class action because the requirements under federal law for class certification are not met and because certification of the proposed class would result in a denial of due process to Defendant as well as to the proposed class.

EIGHTEENTH AFFIRMATIVE DEFENSE

The action is not appropriate for class treatment because Plaintiffs' claims necessarily revolve around the individual usage of the vehicles of Plaintiffs and each member of the proposed class.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred based on the doctrine of primary jurisdiction.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs and members of the proposed class lack privity with Defendant.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' and proposed class members' vehicles conform to the then-existing current state of art and are not unreasonably dangerous.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' and proposed class members' vehicles conform to any then-existing applicable governmental or industry standards.

RESERVATION AS TO ANY ADDITIONAL AFFIRMATIVE DEFENSES

AHM has insufficient knowledge or information upon which to form a belief as to whether it may have additional affirmative defenses that govern the claims asserted by Plaintiffs and on behalf of persons claimed to be members of the proposed class. AHM, therefore, reserves the right to raise additional defenses as appropriate.

PRAYER

WHEREFORE, AHM prays:

1. That Plaintiffs and members of the proposed class take nothing by reason of this suit;
2. That judgment be entered in AHM's favor as to all causes of action;
3. For costs of suit and any attorneys' fees permitted under the applicable laws;
4. That the proposed certification of any class herein be denied; and
5. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

AHM hereby demands trial of all issues in this action by jury.

Dated: August 12, 2022

**NELSON MULLINS RILEY &
SCARBOROUGH LLP**

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***Counsel for Defendant
American Honda Motor Co., Inc.***

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

ERIC MACKIE, JOSHUA BIGGS, and
RUTH MATTISON, individually and on
behalf of others similarly situated

Plaintiffs,

v.

American Honda Motor Co., Inc, *et al.*,

Defendants.

Civ. No.: 0:22-cv-00736-NEB-LIB

CERTIFICATE OF SERVICE

I, John Ackley, an attorney, hereby certify that on **August 12, 2022**, I caused a true and correct copy of **DEFENDANT AMERICAN HONDA MOTOR COMPANY'S ANSWER TO PLAINTIFFS' CLASS ACTION COMPLAINT** to be served on all parties of record via the CM/ECF System.

/s/ John L. Ackley

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***Counsel for Defendant
American Honda Motor Co., Inc.***